

# The Solicitors Journal.

LONDON, JANUARY 3, 1885.

## CURRENT TOPICS.

THE LIST OF CAUSES for the Hilary Sittings is not yet published, but on searching the books it appears that there will be upwards of 750 causes before the five judges of the Chancery Division, and that the appeals will number about 350, of which upwards of 230 are from the Chancery Division.

A TRANSFER of seventy-five causes from Mr. Justice PEARSON to Mr. Justice NORTH, for the purpose of trial or hearing only, was made on the 29th of December, and will be found printed elsewhere. It will be observed that the first of these causes has been ready and waiting for trial since the 29th of January last year.

THE YORKSHIRE REGISTRIES ACT, 1884, came into operation on Thursday, and every one dealing with land in Yorkshire must bear in mind that registered assurances relating to such land take priority over unregistered assurances, although persons claiming under the former may have had actual notice of the latter (section 14); and that the registration of any instrument under the Act constitutes actual notice of such instrument, and of the fact of its registration, to all persons and for all purposes whatsoever (section 15). Up to the time of writing, no intelligence has reached us of any rules having been published for carrying into effect the objects of the Act. Under section 35 the rules are to be made by "the county authority" (defined by section 3 as meaning the justices of the peace of the Riding constituting the district of the registry), and must be confirmed by the Lord Chancellor.

IT WILL GIVE considerable satisfaction to the profession, and most of all to the judges, to know that the cause of the cold draughts which have been prevalent in the courts has at length been discovered and removed. Only a few days ago a letter was written to the *Times* by an official of the Office of Works, in which, referring to the complaints by the judges of the existence of draughts in the courts, he affirmed that there was "no reason to believe that any cold air had access to the court on those occasions, as the temperature was evenly maintained throughout the day at sixty-four degrees." At the time that letter was written the source of the evil had not been discovered. Now that it has been discovered, it is easy to understand how a thermometer at the end of the court farthest away from the bench was not affected by blasts of cold air which pervaded the neighbourhood of the bench only. It was the simplest thing possible. An open window, in an unused passage leading to an unused door underneath the bench, was the cause of all the mischief. Six or eight of the other courts were subject to a similar inconvenience from a similar cause. The window has now been closed.

IT APPEARS from the figures published in *Kemp's Mercantile Gazette* that during the past year the new Bankruptcy Act has reduced the number of bankruptcies by over sixty per cent., but, as the writer remarks, the reduction is an apparent one only, because the slight improvement in the home trade during the past year may be credited with a part of the reduction in the number of bankruptcies, and because it is well known that numerous failures have taken place during the past year which are not included in the figures on which the above estimate is based, private arrangements having

been made with the creditors. The most interesting part of the tables is that in which the writer gives an approximate estimate of the number of these private arrangements in each trade. Their estimated total is 2,590; while the total number of bankruptcies is 5,098. It appears, therefore, that the total of the private arrangements is considered to amount to more than half the total of the bankruptcies. Shall we continue to hear that there is no evidence of the extensive prevalence of arrangements outside the Act?

"A COUNTRY SOLICITOR" writes to the *Times* to "draw the attention of testators who have by their wills given specific legacies of the Government Three per Cent. Stocks, and have since converted the same into other Government Stocks, to the fact that such optional conversion has the effect of nullifying the bequest, and the legatees in such cases will derive no benefit therefrom." The warning is useful, because it is desirable to avoid all questions as to whether ademption has or has not taken place. The 7th section of the National Debt (Conversion of Stock) Act, 1884, which might easily have been so framed as to prevent all such questions, merely provides that "where stock is exchanged under this Act, the stock taken in exchange, and the dividends thereon, shall be subject to the same trusts, charges, rights, distringas, and restraints as affect the stock cancelled on the exchange and the dividends thereon respectively." The legatee has, of course, no "rights" during the testator's lifetime, so this section does not help him. But we doubt whether, if the question alluded to in the letter of the "Country Solicitor" should arise, the legatee would "derive no benefit" from the specific bequest. We apprehend that, upon the principle laid down in *Oakes v. Oakes* (9 Hare, 666) and *In re Lane* (28 W. R. 764, L. R. 14 Ch. D. 856), the decision as to whether a specific legacy of Three per Cent. Stock had been adeemed by the conversion of such stock by the testator under the recent Act, would turn on the question whether the testator "had, at the time of his death, the same thing existing, it may be in a different shape—yet substantially the same thing" (9 Hare, at p. 672). It would, we think, be difficult to say that the new Two-and-three-quarters or Two-and-a-half per Cent. Stock is not "substantially the same thing" as the exchanged Three per Cent. Stock.

IT IS STATED that a member of the Government is at present engaged in preparing a Bill to amend the law of lunacy, and intended to provide additional security that the liberty of the subject shall not be unduly interfered with; to make adequate provision for poorer middle-class patients in public asylums; and to give the lunacy commissioners an accession of strength and more power to enforce their recommendations. In dealing with the subject of the lunacy law last year, we expressed an opinion that the first of these objects is the pivot and centre of the whole question of the reform of this branch of our law; and we urged that the only satisfactory remedy for the evils which recent cases have brought to light is to require an investigation before a jury, and conducted by a competent official, judge, master, or commissioner, in every case of detention on an allegation of lunacy. We need not repeat, but we may call attention to, the considerations we then urged to show that the reasons commonly alleged against this proposal have little weight. If the information which has been vouchsafed as to the provisions of the Bill relating to this matter now in course of preparation is accurate, the proposed legislation will take the form of an attempt to patch up the present system. It is suggested that every order of admission of a private patient should be signed by a magistrate of the county or borough in which the lunatic resides; that one of the medical certificates should be signed by the patient's

usual medical attendant or by a registered medical practitioner residing in the district, and that the other medical certificate should be signed by the medical officer of health for the district, or by one of the medical officers of a county or borough asylum, who is to have no connection with the asylum to which the patient is sent; and that an examination fee of, say, five guineas, exclusive of travelling expenses, should be paid whether the certificate of insanity is signed or not. This proposal may remove some of the most glaring absurdities of the present system of certification of lunatics, but, so far as we can see, it would be wholly ineffectual to secure that degree of publicity which is essential to prevent abuse. The magistrate's order, we presume, is meant to insure this publicity; but unless a public hearing is required before the order is made, the magistrate will usually make it at his private residence, with about as little investigation as if it were a licence for the removal of cattle out of an infected district. And unless provision is made for subjecting the medical men signing the certificate to cross-examination in the interest of the patient, the remedy proposed will fail to remove one of the greatest evils of the present system.

SOME LIGHT is thrown upon the way in which the French law regards engagements between opera-singers and *impresarios* by a decision of the Cour de Paris in the case of *Machetta v. Brasseur* (reported in a recent issue of the *Annales de la Propriété Industrielle*). The defendant was the director of the Théâtre des Nouveautés, and the plaintiff was a singer of American origin who had been engaged by him to "create," as it is styled in theatrical language, the principal rôle in the opera of "Fatinitza," which has since acquired a considerable degree of popularity. The defendant at first engaged the plaintiff conditionally, reserving the right to annul the contract if the authors of the piece and himself came to the opinion, after a fortnight's rehearsals, that the plaintiff's American accent would prove a hindrance to the success of the piece. On this understanding the plaintiff attended the rehearsals, and the result of her efforts would appear to have been satisfactory to the defendant, since, at the end of the fortnight, the plaintiff was definitely engaged to "create" the part at a salary of 1,200 francs a month during the representation of the piece at Paris; she, on her part, undertaking to pay a forfeit of 25,000 francs if she failed to be present at all the rehearsals and to perform the part. A fortnight later the defendant informed the plaintiff that he intended that another performer should "create" the rôle, and, on the plaintiff expostulating, he said that he would not withdraw the part from her, but that he would not call upon her to perform except when he thought fit, and that he refused to recognize her claim to "create" the part and to play at the first representation of the opera. Thereupon the plaintiff ceased to attend the rehearsals, and brought her action against the defendant for 25,000 francs damages, while the defendant intrusted the part to another performer and brought out the piece, which had a run of three months. He subsequently brought a cross-action for the 25,000 francs forfeit mentioned in the contract. The court held that the defendant had broken a definite contract, and that it was no defence for him to say that he had done so at the instance of the authors of the piece; that, this being so, he had released the plaintiff from her obligation to attend the rehearsals, and that the defendant must pay the plaintiff 3,600 francs (three months' salary) as damages, and the costs of both actions.

The death is announced of Mr. George Trist, head of the firm of Norton, Trist, Watney, & Co., auctioneers and surveyors. Mr. Trist will be missed, not only by frequenters of the auction mart and members of the Skinners' Company, of which he was master over twenty years ago, but also by those who have attended the many arbitrations held of late years to determine the value of City property required for railway and street improvements, at which Mr. Trist gained great respect from the skilful and conscientious character of his evidence.

Several alterations are now being effected in the Royal Courts, and among them it may be mentioned that the desks used by the Queen's Counsel in the various Chancery Courts are being made level instead of sloping as hitherto, and each desk will also be supplied with a drawer underneath, wherein counsel can place their papers, &c. In Mr. Justice Pearson's court the bench will be lowered about twelve inches from its present elevation, so as to place the judge more on a level with the officials in attendance and with the counsel appearing before his lordship.

## COVENANTS FOR RENEWAL IN LEASES.

THE case of *Swinburne v. Milburn*, recently decided by the House of Lords (L. R. 9 App. Cas. 844), is not only important from the practical questions respecting covenants for renewal of leases with which it deals, but is rendered interesting by the somewhat singular fact that it enabled three separate courts to take three totally different views of the main point involved in it. The material facts were as follows:—A lease was granted on the 24th of March, 1827, by Sir J. E. Swinburne, to one William Goodfellow, his heirs and assigns, during three lives, one of these lives being the life of the lessee. This document was very ill drawn, and one point arose upon the way in which the lives were specified. The lease was granted upon the surrender of an old lease for lives, and, in the new lease, the lessee was apparently spoken of as being the last surviving life under the old lease, which he was not. But the House of Lords, as well as the Court of Appeal and the Divisional Court, appear to have rejected this description as being a mere *falsa demonstratio*, and it does not require further mention.

The covenant for renewal, upon which turned the main question at issue, was in the following terms:—"And also that the said Sir J. E. Swinburne, his heirs and assigns (upon the said Wm. Goodfellow, his heirs or assigns, surrendering *this present demise*, as hereinafter mentioned), shall and will, at any time hereafter . . . as often as one or two life or lives of, and in the said . . . premises, shall drop and be determined, renew, fill up, and grant a further term of and in the said premises for *any other life or two lives* of any other person or persons to be nominated by him, the said W. G., his heirs or assigns, in the stead, place, and room of the persons, life, or lives so dropping or determining, he, the said W. G., his heirs or assigns, paying unto the said Sir J. E. Swinburne, his heirs or assigns, *for every such renewal . . . for every life or lives* of such person or persons so to be renewed as aforesaid, the sum of 40s. only, and, at the same time, surrendering or delivering up *this present demise* to be cancelled." On observing the words which we have placed in italics, the reader will see that this covenant contains some expressions which point towards only a single renewal, while some others point towards more than one. Since "*this present demise*" could be actually surrendered only once, there could be only one renewal, if such actual surrender is taken strictly as a condition precedent to the renewal. And, on the other hand, the words "*as often as*" are clearly words of iteration, and *prima facie* point towards recurrent renewals.

The Queen's Bench Division, consisting of Mr. Justice Day and Mr. Justice Smith, were of opinion that this covenant gave a right only to one single renewal. The Court of Appeal, consisting of the Master of the Rolls and the Lord Justice Bowen, came to the diametrically opposite conclusion, that it gave a perpetual right to renewal (see 32 W. R. 400). When the case arrived at the House of Lords, the ingenuity of Lord Selborne devised a third interpretation, which was adopted by the House. His lordship thought that, though the covenant gave no perpetual right, yet it gave a right to more than one renewal—namely, to a renewal "*as often as* any of the three lives, for which the lease was granted, should drop, and either on the dropping of any one of the said lives, or after the dropping of any two of them, as the lessee might from time to time request." Lord Blackburn plainly intimated his disapproval of this multiple renewal, though he did not think it worth while to dissent formally from the other members of the House, since this particular point was of subordinate importance. Upon the main question, the House was unanimous in holding that there was no right to a perpetual renewal. Lord Blackburn strongly inclined to concur with the Divisional Court in thinking that there was a right only to a single renewal.

With regard to the judgment of the Court of Appeal, we shall permit ourselves to feel some surprise that such learned and able judges should have arrived at such a conclusion. There was nothing whatever in the covenant, as Lord Selborne in effect observed, to suggest the remotest idea of a right of perpetual renewal; unless such a suggestion can be thought to be contained in the words "*as often as* one or two life or lives," &c. And, as Lord Selborne remarked, the lease contained no provision that any new lease should contain a covenant for renewal. For our own



humble part, we should not have thought that the words "as often as," which appear to be restricted to lives actually inserted in the original lease, contained any such suggestion; and we should not have thought it necessary, as Lord Selborne apparently did, to give some other practical effect to those words, in order to be able to avoid making them refer to a right of perpetual renewal. In other language, since those words do not, in our opinion, import any right of perpetual renewal, we cannot see how it was necessary, in order to avoid giving to them that meaning, to give them any meaning at all. It may be a very desirable thing, upon general principles, to give them a meaning; and the particular meaning suggested by Lord Selborne may be, and probably is, the best that could be suggested for the purpose. But we fail to see how, if this meaning could not have been found for them, the words would thereby any the more have acquired a right to another meaning, to which they have no sort of grammatical or dialectical title.

Lord Selborne, however, would appear to have entertained a different opinion, and to have thought that he was in some way bound to find a meaning for the words "as often as," upon pain of being otherwise bound to make them import a right of perpetual renewal. He accordingly, with very great ingenuity, invented the meaning which we have given above. But he was dealing with such a badly-constructed instrument, that the task of giving an intelligible meaning to every part of it exceeded the limits even of his ingenuity. He was absolutely obliged to treat some part of it as meaning nothing, for the simple reason that it contains a plain contradiction in its terms. In one breath it implies that there shall be only one renewal, and in the next that there shall be more than one; and all Lord Selborne could possibly do was to choose between them. He had, in fact, to choose which clause he would insist upon, and which he would throw overboard. He chose to insist upon the words "as often as" as meaning everything, and to reject the words "this present demise" as meaning nothing. He said that to insist upon giving a strict application to these last words would be *heres in cortice*.

Fortified by the opinion of Lord Blackburn, we humbly incline with him to have preferred the other alternative. In the mouths of careless, unskilful, and inaccurate people, the words "as often as" certainly mean no more than "whenever;" and "whenever" may easily mean no more than "when." On the other hand, when the parties to an agreement say that something is to be done upon surrendering this present demise, we have some difficulty in seeing how the agreement is to be fulfilled by doing the something upon the surrendering of some other demise. In this *cortex* we humbly confess that we seem to feel ourselves somewhat inclined to stick; or at least, not to be able to glide through it with the lubricated ease of Lord Selborne.

However, the difference between the order proposed to be made by Lord Selborne and that of the Divisional Court is probably, as Lord Blackburn pointed out, only a question of the costs of the appeal. On the whole, the decision is one for which the profession may be grateful, and the case is one from which the studious reader may derive a great deal of profit.

The London correspondent of the *Manchester Courier* says:—"Since Mr. Justice Cave gave the decision against the Board of Trade in the action raised by the trustees in the bankrupt Parker's estate, intimation has been received at the Bankruptcy Department of numerous other actions on the same ground. It has now transpired that a general order sent to the official receivers authorized them to realize bankrupt estates, not only after, but also before adjudication. These instructions have been carried all over the country, and the official receivers have duly deducted their six per cent. of costs. Mr. Justice Cave's decision that the charge for costs in the Parker bankruptcy was not within the scope of the Act applies to realized estates both before and after adjudication. I am informed that, on the appeal against that decision now pending, the Solicitor-General, who will appear for the Board of Trade, will admit that no costs can be levied by the official receivers before adjudication; but will contend for the six per cent. charge after adjudication. Even should the appeal be successful on these grounds, there will still remain some heavy reckoning between the Bankruptcy Department and trustees on estates which have been charged costs before adjudication. Although defects in the working of the Bankruptcy Act have now come under official recognition so palpably that Mr. Chamberlain does not overlook them, I hear that it has been decided to introduce no amending Bill in the adjourned session. It is considered desirable to have another year's experience before amending the Act."

## THE ORGANIZATION OF A SOLICITOR'S OFFICE.

### I. ORGANIZATION GENERALLY.

#### No. 10.—THE SOLICITOR'S CAPITAL.

THE amount of capital which a solicitor will require for the conduct of his business must obviously depend in part upon the nature and extent of his business, and in part upon the particular view which he may take of what is comprehended in the uses to which capital should be put. In so far as the first of these considerations is concerned, it would be idle to attempt to offer any general observations; but the second appears to us to fall within the pale of useful discussion and reflection. We must, however, clear the ground at starting by saying at once that we do not propose to touch upon any uses of capital not falling strictly within the professional business of a solicitor. Such a person may, no doubt, be found as a solicitor foolish enough to finance a speculative builder, or to take shares in a more or less doubtful company, in the hope of gaining directly and indirectly by doing so; and such a person has also, we are sorry to say, been met with in history as a solicitor ready and willing to advance money to youthful guardsmen at sixty per cent. But such individual cases bear no relation to the general body of the profession, and serve no more to illustrate the application of a solicitor's capital in his business than would the purchase of a schooner.

Taking our prescribed limits, and beginning at the beginning, there is, of course, always a certain amount of capital represented in the actual preparation of an office for the transaction of business. A solicitor cannot offer his client a seat without first buying a chair; and his office furniture, fittings, and law library represent so much hard cash which he will never see again, unless in the remote future, when he has no more occasion for these effects, and may perhaps, if he is fortunate, dispose of them for a tenth part of their original cost. Relatively to other matters, this is not a very large question, but it stares the solicitor in the face at the outset, and so we give it a passing mention.

Passing by such matters as chairs, tables, and books, we come to the solicitor's disbursements incurred in carrying on business, and these are composed in part of expenses with which the client has no personal concern, and in part of expenses for which he is directly responsible. The former class would embrace office rent, clerks' salaries, stationery, and a number of expenses, petty as units, but considerable in the aggregate, incidental to the internal machinery of an office. In the latter would be included fees to counsel, stamps, and every other sort of disbursement which finds a place in a solicitor's bill of costs.

Now, in calculating the amount of money in hand necessary for carrying on a solicitor's business, the first of these two classes of disbursements must undoubtedly be taken into account for practical purposes up to a certain point, but not as being capital in the proper sense of the term at all. On the contrary, these are charges on the business which are strictly in the nature of burdens on the income derived from it. A solicitor does not, for instance, pocket his profits as income, and allow his office rent to accumulate indefinitely as capital sunk in his business. Indeed, if each day's earnings were taken in ready money, the solicitor (unless in those cases where, having no clients, he boldly takes an office and sits there ready for action, on the principle that all things come to him who waits) should be able to meet these expenses as they come, and have no need to provide any money out of his own pocket on their account. But the solicitor's is not a ready-money business. Partly in many cases from his own fault, and partly in all cases from uncontrollable circumstances, it is about as far from falling under that description as any business can possibly be. And hence it follows that there must be at the commencement of a solicitor's business, whether that commencement represents his starting in business alone, or becoming a member of a firm which has been in practice for generations—the principle is precisely the same, though it works out on different lines—an interval of time during which the office expenses are going steadily on without any corresponding incomes in the shape of realized profits.

The exact length of this interval admits of no rule-of-thumb calculation. It will depend to some extent upon the practice adopted as to the delivery of bills of costs and collection of debts. Some solicitors are short, sharp, and decisive in the matter of sending out their bills and looking after payment. Others allow enormous credit, to their own great disadvantage, and certainly not with any true benefit to their clients. Others veer from one extreme to the other by fits and starts. So far as this particular element in the matter is concerned the solicitor is master of the situation. But beyond it he is comparatively powerless. A heavy chancery suit, in which the costs are payable out of a fund in court, and the promised land of a Paymaster-General's

cheque is not reached for years, may greatly disturb the equilibrium of a small office in the matter of outgoings and receipts. Again, clients may generally push the solicitor's forbearance to very extreme limits in the matter of delay before he will resort to active measures for recovery of what is owing to him, and some classes of client are more speedy in payment than others. Upon the whole, however, we think that, if an average were struck, it would be found that the realized earnings of a solicitor's business would begin to overtake his actual office expenses in about twelve months, and that his receipts in the third year would, in addition to covering his outgoings for that year, leave the margin of profit which fairly represents his net income. If this view be approximately sound, it follows that a solicitor will need to provide the wherewithal to meet his office expenses for a year at least. Whether he will make provision for a longer period depends very much on the extent of his ability and willingness to devote his earnings, when they come in, towards meeting office expenses. If, for example, in the second of our supposed three years he makes a clear £1,000 of profit on his bills, but actually receives only £500 during the year, he may perhaps feel at liberty to draw the £500 out of his banking account, and to regard the office expenses as a *quasi* charge on capital until his earnings and receipts become more nearly equalized. But if he does so he should certainly also consider this as lost ground to be made up as soon as may be, and bear in mind that to attribute to capital outgoings which can never be represented by tangible value, and are, in fact, only subjects of deduction from the net income of the business, is an offence against sound economic principles.

It might, perhaps, be contended with some show of reason that in the case of a young business which is being developed and, as it were, gradually set on its legs, the office expenses incurred in its early days may be treated, not merely for practical purposes, but as a matter of right principle, as capital sunk in the operation of creating the business, and may even be represented by actual value to the extent to which they have contributed in building up a goodwill—a term, by-the-bye, which the late Master of the Rolls would not allow to be applicable to a solicitor's business (see *Arundell v. Bell*, 31 W. R. 477), but which, in spite of his great authority, is generally recognized in the profession as a more or less valuable asset, and often realizes a considerable sum. The office expenditure might, in this view of the matter, be likened to money spent in advertising an article of commerce. But to us this seems too shadowy and subtle a contention to be seriously entertained by a solicitor as a matter of general principle, although it may, perhaps, in individual instances, to some extent help to vindicate him where he does, as a matter of fact, regard all or part of his office expenses in the light of capital so long as they represent a burden disproportionate to the amount of his realized earnings.

The second class of disbursements—those incurred directly on account of the client and chargeable against him—stands on a very different footing. Here the element of capital, pure and simple, comes in. A solicitor who puts his hand in his pocket to pay for a ten-shilling stamp or a counsel's fee does so as an incident in the earning of a bill of costs. The expenditure, until recouped, is represented by a debt due to him. But it is a very grave question how far a solicitor should go in the matter of these out-of-pocket expenses without recourse to his client, and this, once more, is a matter about which widely different plans are acted on in practice. Some solicitors work with very large capital, and, unless they have some special cause for distrust, would as soon think of asking a client for a shilling in stamps to meet the cost of posting letters to him as they would of requesting him to remit money for counsels' fees. Others pursue a directly opposite system, and on all occasions endeavour to keep out of making payments of any appreciable amount for a client, however safe and certain may be the repayment. And others hover midway between the two extremes, guided by no particularly definite rule. In some few cases, again, the solicitor must practically either undertake the disbursements or leave the business alone, as, for instance, where he acts for trustees, and looks for payment to a fund in court.

Which is the true principle to go upon? As an abstract question it is difficult to see why a solicitor should pay the debts of a client, nor have we any sympathy with the system of providing an inflated capital in order to do so. When Mr. A., the eminent Queen's Counsel, is instructed by Mr. B.'s solicitor to advocate the interests of Mr. B., and receives a fee of so many guineas for his trouble, the payment of that fee is just as much a debt of Mr. B. as any other that he may be pleased to incur. Why, then, should the solicitor pay it for him? For no reason that we are aware of, unless it be that of practical expediency. It appears to us that the solicitor should make it his general rule to obtain funds from his client for actual disbursements, and should have a good reason to show to himself where he abstains from doing so. In favour of this rule there is the primary reason that he is under no obligation either to bear temporarily, or run any risk of bearing permanently, another man's burdens, and beyond this it is, to our thinking, a distinct advantage that the client should

be made thoroughly alive to the fact that his solicitor's bill is not entirely represented by personal cakes and ale, and should to some extent pay as he 'goes along.' When a layman gets a bill from his solicitor for £200 he will generally look at the sum total, and unless the disbursements are very distinctly brought to his attention, he will probably jump to the conclusion that his solicitor will pocket the whole sum, and he will mention the matter in that light to his friends and acquaintances as a sample of what may be expected from these lawyers. And all the while, perhaps, the solicitor's own charges will represent half the bill, from which half again must be deducted, before he reaps any benefit, the proportion which the business represented by the bill bears to his office expenses. With regard to the reasons which may arise for departing, in particular cases, from the rule which we suggest to be the right one, poverty of the client may furnish one where the ultimate payment is certain; or the disbursements may be too petty to make it worth while to ask that they may be provided; or there may be every reason to know that they will be 'extracted' very shortly from the pocket of a third person—as where a lease is granted and the lessee bears the expense; or there may be some other reason. But we hold that a reason there should be, and that no very considerable amount of capital should need to be provided on the score of this second class of disbursements. In saying so we are fully aware that the practice of many solicitors, and especially of many large firms, is against us.

One word, in conclusion, to young solicitors. We have no sympathy with speculative work, but it must, we think, be conceded that it may be very well worth the while of a young solicitor, in order to gain experience, to run, now and again, some little risk of giving his time with problematic chances of being paid for it, always provided that the work itself be free from all taint of impropriety. But he should never, in any circumstances, or by any pretext, however plausible, be induced to risk his money as well, in the shape of being drawn on to meet heavy disbursements, in the hope of reaping a large bill of costs in the end. It is an act of most egregious folly, and very frequently lands him in the position of abandoning all hope of what has been paid up to a certain point or embarking more and more in the hope of saving it, with a final result of disastrous loss and unavailing regrets.

## CORRESPONDENCE.

### SOLICITORS' FEES AS ADVOCATES IN COUNTY COURT CASES UNDER £5.

[To the Editor of the Solicitors' Journal.]

Sir,—The questions submitted by "B. A." require consideration on principle rather than on custom, as there ought to be one uniform system, and not a different practice on such points, in our various courts.

In the scale of costs settled by the judges for cases under £5, the words "attending or acting in court, 10s.," are quite capable of being construed to mean the *whole* attendance, in the absence of any qualifying words such as "each day"; that such is the intention is borne out by rule 29 of order 37 of County Court Orders, 1875, enabling a judge to allow an extra fee on an adjournment taking place, such as "B. A." mentions, but as this rule has been annulled by rule 23 of County Court Orders, 1883, a judge is now powerless to make an order for such extra allowance.

Notice of taxation would appear to be necessary in every case, inasmuch as rule 14 of the last-mentioned orders provides for carrying in objections to a taxation (without any exception as to amount) before the *allocatur* is signed, which could scarcely be done if a defendant had no notice when a taxation was to take place.

Judges have no power to sanction any customs at variance with the rules, though they have power to alter or abolish them.

Dec. 29.

REGISTRAR OF COUNTY COURT.

## OBITUARY.

### MR. HENRY ANDREWES PALMER, J.P.

The death of this veteran member of the profession took place on the 16th ult., at South Dulwich, in his eighty-second year. The son of a leading Bristol solicitor, Mr. Arthur Palmer, he was educated at Blundell's School, Tiverton, where he was the contemporary and friend of the late well-known "Jack Russell," and, leaving at the early age of fourteen, was articled to his father, whom he joined as partner in the year 1826, the firm formerly known as Bengough & Palmer then becoming Palmer & Son. Very early in his professional career he was called upon to prepare the defence of their client, Mr. Richard



Bright, in an action of ejectment brought for the recovery of the large estates inherited by him from Mr. Richard Meyler, M.P., and to conduct the trial on his behalf at the Hereford Assizes in August, 1829, when the fraud and forgery of the case (especially the forgery of a tombstone produced in evidence by the claimant) were exposed, and a nonsuit obtained. The case excited vast interest in the public mind, and became a "*cause célèbre*."

In 1833 Mr. Palmer was appointed one of the Commissioners of Bankruptcy for the Bristol District, to which office were annexed the duties of a commissioner in lunacy, and in 1838 he was appointed registrar and deputy-judge of the Tolzey Court, holding the former office till the system was superseded by the establishment of local courts of bankruptcy, and practising in the latter till his retirement from the profession in 1860.

In 1851 he took into partnership his brother-in-law, Mr. Arthur Henry Wansey, and in the following year they were called upon to undertake the defence of another very large and important property—the Ashton Court Estates—to which a fraudulent claim was set up by a man named Thomas Provis, who was nonsuited and committed to gaol for perjury and for forgery of the will by which his case was chiefly supported. This case presented many striking analogies to the *Tichborne* case, in which the late Mr. Palmer was in consequence deeply interested.

Disappointed of just expectations from his father in earlier life, Mr. Palmer was compensated by an accession of fortune in 1860 from a namesake who was no relation, and, retiring in that year, left the whole of his fine business to his brother-in-law and partner before mentioned. In 1864 he was appointed a J.P. for the county of Gloucester; and in 1867 he removed to London, in the neighbourhood of which his only daughter was settled.

During the whole of his active career at Bristol he was an energetic worker in, and most generous supporter of, every local philanthropic cause; and many were the well-considered schemes of benevolence which owed their initiative to his active brain and liberal hand; nor was his generosity restrained by any narrow religious prejudices or party or sectarian views, for he was eminently one who felt that "as there was no sectarianism in misery, there should be none in charity." On his removal to London he speedily became interested in many of the most important metropolitan charities.

Even in his most busily occupied business days he evinced a very keen interest in literature and art, which he was able to cultivate with increasing zeal and energy in the comparative leisure of his later years.

His remarkable geniality of disposition and generous hospitality will long be remembered by the large circle of sorrowing friends to whom his warmth of heart, his varied talents, and brilliant conversation greatly endeared him; and his familiar form and elastic step will long be missed from the purlieus of Westminster, where he was well known to the frequenters of the courts which have now become historical. In the words of one of the profession who knew his worth—"The world is, indeed, the poorer when it loses men so kind-hearted and genial as Mr. Palmer."

#### JUDGE BRADSHAW.

Judge Thomas Joseph Bradshaw, died suddenly at Newcastle-upon-Tyne on the 17th ult., from disease of the heart, at the age of sixty. Judge Bradshaw was the son of Mr. Joseph Bradshaw, his mother having been a daughter of Mr. Richard Steward. He was born in 1824, and he was educated at Eton and at Christ Church, Oxford. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1853, and he formerly practised in the Court of Chancery, attending also the Home Circuit and the Surrey Sessions. In 1867, on the formation of the Judicature Commission, he was appointed secretary to that body, and he discharged the duties of that office till 1871, when he was nominated by Lord Hatherley to the judgeship of county courts for Circuit No. 1, comprising Newcastle, Gateshead, and the greater part of the county of Northumberland. As a county court judge he enjoyed the confidence and respect of the legal profession throughout his district, and he was always anxious to protect the poorer suitors from the oppressive operations of the Debtors and Bankruptcy Acts. Judge Bradshaw was a magistrate for the counties of Northumberland and Durham. He had suffered for some months past from the effects of weakened action of the heart, but he presided at the Newcastle County Court on Wednesday, the 17th ult., when he seemed to be in good health. In the evening he attended a concert at the Town Hall in aid of the Borough Constabulary Fund, in the course of which he was seized with a fainting fit. He was carried into an adjoining room, but he died within a few minutes. Judge Bradshaw was twice married; first, to the only daughter of the fourteenth Viscount Hereford, and, secondly, to the daughter of Colonel Halkett, of the Coldstream Guards.

#### MR. WILLIAM TAYLOR.

Mr. William Taylor, solicitor, of Newcastle-upon-Tyne, Hexham, and Alston, died at Hexham on the 17th ult., from inflammation of the lungs, after a short illness. Mr. Taylor was born at Raleo in 1830. He was admitted a solicitor in 1855, having served his articles with his father, to

whose business he afterwards succeeded, and he had ever since practised at Hexham. More recently he had also had offices at Newcastle and Hexham. He was solicitor to the Hexham and Tynedale Benefit Building Society, and he had a good private business. He practised to a considerable extent in the county courts and in criminal cases, and he was a very able and dexterous advocate. Mr. Taylor was churchwarden of the Abbey Church at Hexham, and a member of the Hexham School Board. He was also for several years one of the Hexham Local Board, and from 1879 till 1883 he was chairman of that body.

## CASES.

### CASES AFFECTING SOLICITORS.

#### LANCASTER POLICE COURT.

Dec. 18.—*Reg. v. Derome*.

Theodore Derome, auctioneer, was charged that he did, on the 24th of November, "unlawfully, wilfully, and falsely pretend to be a solicitor of the Supreme Court of Judicature in England." The proceedings had been taken by the Lancaster Law Society.

Mr. Tilly, in opening the case, said the information was laid under the Solicitors Act of 1874, the 12th section of which contained these words:—"Any person who wilfully and falsely pretends to be or takes or uses any name, title, address, or description, implying that he is duly qualified to act as an attorney or solicitor, or that he is recognized by law as so qualified, shall be guilty of an offence under this Act, and be liable to a penalty not exceeding the sum of £10 for each such offence." Mr. Derome admitted writing the letter in question, but denied that he supposed it came within the meaning of the Act of Parliament. The information charged against Mr. Derome was under the section just read, and he need hardly remind the bench that a number of the professions in the kingdom had certain privileges accorded to them, such as physicians, barristers, surgeons, veterinary surgeons, dentists, apothecaries, &c. The reason for that was principally for the protection of the public, because, unless those professions had certain privileges accorded to them, they would not find persons to enter into them on account of the great expense incurred in the education and taking up the various degrees and qualifications required in some of them. The law gave certain privileges in regard to solicitors. In the first place, any one intending to be a solicitor had to be articulated at an expense of £80 for stamp, and in addition to that had probably to pay a heavy fee to the gentleman who undertook the duty of instructing him. Then when he was halfway through there was an examination, and at the end of his term he was again examined, and if he was fortunate enough to get through he had to pay £35 before he was admitted. And then when he sat down in order to try to recoup himself, he found he had to pay £6 as stamp duty every year. It was on account of that serious and heavy expense that the law told them that "any person who wilfully and falsely pretends to act as an attorney or solicitor shall be guilty of an offence." Not only solicitors, but other professions of the kind he had named, found that they were invaded by ignorant and pretending men; for instance, in the medical profession there were what were called "quacks"; and in the legal profession "hedge lawyers," men who had no status, and no right to presume to act in the capacity of solicitors, and who had no responsibility; for the law enforced a serious amount of responsibility which was not shared by those men not in the legal profession. As solicitors, their privileges were invaded—as were other branches of the profession—by letters such as that complained of, and which could not be dealt with except by persons who had gone through a regular course of legal study, and they were particularly liable to be invaded by forms of lawyers' letters. Mr. Derome, for instance, knew what the form was, because he had used it on that occasion. Any discarded clerk from a solicitor's office knew the form of lawyers' letters, and that was one of the things in which, as professional men, they were liable to be invaded. One of the most important things in connection with a lawyer's letter was the question of charges, and when he told them that in that case Mr. Derome had charged 5s. 1d. for writing the letter, it was proof that he was trying to make it appear as if it were a lawyer's letter. In a letter which he wrote to a lady, dated the 24th of November, he said:—"Miss Jeffers, of this town, has instructed us to apply to you for the immediate payment of the sum of £10, the balance of an account due and owing by you to her, and we have to request that you will remit us that sum, together with 5s. 1d., our charges for this application, on or before Friday, the 28th inst., failing which we shall, without further notice to you, cause the matter to be entered against you in the county court." There they had a distinct application by Mr. Derome to that lady requiring her to pay a balance of account of £10, together with 5s. 1d. "our charges," for this application, and if it was not paid a threat of legal proceedings. He (Mr. Tilly) might point out for the information of the public, as well as the bench, that the proper charge for a lawyer's letter under the rules of the county court was 3s. 4d. He might also say further that Mr. Derome had charged the lady who employed him in the first instance 10s. for writing the letter, which was five per cent. on the amount of debt to be collected, and then he charged, or attempted to get, 5s. 1d. in addition, whereas, according to law, a solicitor was not entitled to charge more than 3s. 4d. for such a letter. He (Mr. Tilly) put that before the bench as a case of gross extortion, or attempted extortion, as they could well imagine, by a man who had no status, no responsibility, no qualification of any kind to entitle him to write a letter of the kind referred to, and that he was seeking to impose

on the person to whom the letter was addressed. It was an extortion of something like forty-five per cent. To extortions of that kind there was no limit, and they might next thing be finding other interested persons asking 10s., and thinking people had no remedy, but he (Mr. Tilly) believed such persons could be compelled to disgorge any money obtained in that way. He had no right to tell that lady that unless she paid that £10 and 5s. 1d., that she would be threatened with legal proceedings. Those cases were of interest to the public because they ought to know that men of that kind were not qualified to indite what were called lawyers' letters, and had no right to enforce their demands. Mr. Derome had no more right to attempt to extort 5s. 1d. from that lady than he had to filch 5s. 1d. out of her pocket by any other means. They would see how far the letter came within the meaning of the Act of Parliament. [Mr. Tilly here handed the letter to the bench.] He read the body of the letter before, and omitted then, merely for the purpose of argument, to draw attention to some words in the margin of the letter, because he believed Mr. Derome intended, from some expressions which he had used, to rely on certain words which precluded him from being responsible under the information. The words were these:—"Established 1854. M. Derome & Son, auctioneers and valuers, property agents, accountants and auditors, sharebrokers, insurance and emigration agents." They would have thought that all those avocations would have satisfied the ambition of any man, but it now seemed that Mr. Derome wished to add to them that of solicitor; and that he relied on those words as taking him out of the purview of that Act of Parliament. He had yet to learn that an auctioneer could charge 5s. 1d. for writing a letter; but Mr. Derome did not write it in any one of the capacities mentioned in the margin of his letter, but held out to the person to whom it was addressed that he was a person legally qualified to charge 5s. 1d.; but no one was legally qualified to do that, not even a solicitor. It was by holding himself out to charge 5s. 1d., and also holding himself out to be a solicitor, that Mr. Derome brought himself within the meaning of the section of the Act of Parliament which he had quoted. Many solicitors held many offices—for instance, the magistrates' clerk; and many were also insurance agents. Suppose a solicitor wrote a letter in the ordinary way, and he put in the margin that he was connected with insurance or other societies, nothing in the body of the letter would deprive him from being a solicitor, because a solicitor might fulfil any or all those avocations if he chose; and, therefore, because a person chose to put words of that kind in the margin of his letter it did not absolve him from the unpleasant results of presuming or assuming to make people believe that he was a solicitor. That was the offence committed. The letter was a misrepresentation, and misleading. That letter came into the hands of Mr. Gibson, and he saw Mr. Derome, and spoke to him about it, when the latter drew attention to the words in the margin of the letter, as though implying that that entitled him to write the letter. Mr. Tilly then went on to contend further that that part of the letter threatening county court proceedings was one that ought not to be written except by a solicitor, and cited several cases in which charges had been made in identical terms to the one above referred to. He also cited two similar cases in which the informations had not been upheld, but in each of those cases it was proved that the person writing the letter and demanding the money had made no charge for so doing, and therefore did not come within the meaning of the Act of Parliament. But Mr. Derome said, in his letter, "our charges for this application," and that clinched the whole matter, and brought him within the meaning of the Act. It was not necessary for the purposes of the case that a man should say, "I am a solicitor," it was not necessary that he should write the word "solicitor" on his letters; the question was, did he act as a solicitor usually acts? If he did, then it was to be assumed that he wished that person to think that he was acting as such. If that case had been taken to any solicitor, he would never have written such a letter as that; he would have found out that it was not a case of refusing or declining to pay, but was one in which some arrangement might have been made between the lady and the executors of her late husband. They could quite understand that Mr. Derome having got his 10s. must do something for it, and so he sent a letter, for which he charged 5s. 1d. It was a most grossly extortionate sum; and such cases ought to be put a stop to, because men who were auctioneers had no right to demand money in such a way. The case was one in which there ought to be a conviction, in order to show such persons that they were not allowed to write letters of that kind.

Evidence was then given in support of the case for the prosecution. Mr. Derome, in his defence, said he was charged with "unlawfully, wilfully, and falsely pretending to be a solicitor," the charge being based altogether on the assumption that he "pretended" to be a solicitor. Now, if anyone "pretended," it must be with the intention to deceive, and the prosecution had failed entirely to show that he attempted to deceive anyone. If they had thought so they would have put the lady to whom the letter was written into the witness-box, and asked her if, when she read the letter, she thought she had got a solicitor's letter. He could not imagine that, when she got his application of the 24th of November, she could think she had got a letter from a solicitor, because, to his mind, there was direct evidence to the contrary that it was not a lawyer's letter, but a letter emanating from an auctioneer, because there was the printed note-heading which described them to be auctioneers, accountants, &c.; and anyone who read either the printed or written matter in the letter could not come to the conclusion that there was any pretence at all, because there was no intention to deceive. In the concluding paragraph of the letter it was stated that they would "cause" proceedings to be taken. In the whole of the cases which had been quoted by Mr. Tilly, and in which the action had been sustained, it was because the men, every one of them, said, "I shall take proceedings," "I shall prosecute," intimating that he was a solicitor. If the bench would

refer to his letter they would see that they said "cause" legal proceedings to be taken, thereby distinctly implying their intention to get someone duly authorized to take proceedings—that was, a solicitor. He would ask the bench, if any of them received a similar letter with a printed heading, whether they would consider that the letter was written by anyone pretending to be a solicitor? That was the gist of the case; there could not be any pretence unless it was done with the intention to deceive. There had not been any intention to deceive proved.

The CHAIRMAN said the bench had come to the unanimous conclusion that, although Mr. Derome had not assumed, and was not entitled to assume, the name of a solicitor, yet he had done the work of one, and by so doing had represented himself so that it might be assumed by a stranger that he was a solicitor; therefore they felt there must be a conviction. But, as the Law Society did not require vindictive damages, but rather desired that it should be a warning for the future, they had determined to inflict the penalty of £1 and costs.

Mr. Tilly said they did not apply for any costs except the official ones—the ordinary court costs.

The costs amounted to 13s., and these, together with the penalty, were paid.

## BUSINESS AT NISI PRIUS.

"AN Officer of a Court" writes to the *Times*:—"The causes standing for trial by juries at the commencement of the late sittings, and of which the venue was laid in Middlesex, numbered, according to the printed list, 598. Of these 260 were for trial by special juries and 338 by common juries. There was also a list of 521 causes for trial without juries. It may be mentioned that all cases to be tried without juries are put into one common list, whether the venue be London or Middlesex. Of the Middlesex jury cases 51 were tried by special juries and 144 by common juries; 202 were disposed of by the parties themselves—that is to say, they were either withdrawn, stayed, made *remans* by agreement, were suspended for the taking of evidence on commission, or else committed a sort of happy dispatch by some final arrangement out of court, so that they were struck out when called on, no one appearing; 126 special jury cases and 75 common were left untried for want of time to take them. Of the cases to be tried by a judge acting in the double capacity of judge and jury, 204 were tried; 233 were taken out of the list in one or other of the courses described just now; and 84 were not reached by the end of the sittings.

The London list, the forlorn and unsubstantial shadow of its portly self of some years ago, consisted of forty-three causes to be tried by special juries and twenty-four by common. Besides other reasons which may possibly more or less account for this decline, it may be observed that the arrangement of the lists at the courts supplies the explanation of some diminution of the former figures. In the first place, London actions without juries are, as has been stated, put into a common list with Middlesex actions to be similarly tried; and since the venue in that list is properly ignored, and the actions are arranged in it according only to their order of entry, London actions of this kind were therefore in course of trial from the beginning of the sittings. It is also pretty certain that more actions would have been entered for the London list but for the notice given on November 25 that only such cases as had then been set down for trial would be put into that list. This restriction, it may be explained, was of clear necessity, for otherwise cases might have been entered up to the evening of December 9—the last day of notice of trial for the London sittings—and some of these would, as a matter of fact, have been tried within the next few days, thus gaining an unfair priority to other causes, London as well as Middlesex, which had been standing for trial since, at any rate, October 24. This opportunity may be taken for saying that changes of more than one kind are extremely wanted, in the interests of the suitors, with reference to the London list. These changes have been carefully considered and formulated, but at present there is no authority under which the required alterations, however fully approved, could be carried into effect. Of the London causes ten special jury cases and twelve common were tried, thirty-three were removed from the list by the parties, and twelve were left untried for want of time to take them.

The dismal accounts which are sometimes given of the block in the Law Courts would lead people to suppose that the figures of "Spes" and "Justitia" which preside over the Carey-street entrance to the building represent a conjunction which is never to be found inside the walls. But any such statements as these, resting on figures which, however accurate, do not in substance and in truth reflect the facts, are to be taken with material qualifications as far as the business at *Nisi Prius* is concerned. For, in the first place, if the amount of judicial work which is on hand at any moment is to be measured for practical purposes, the figures of the cause list must be heavily discounted by subtracting from them the large number of cases which are certain, according to experience, to disappear of themselves. But this is not quite all, since, taking, for instance, the causes in the printed lists of the 24th of October which have been disposed of in court in the course of the last two months, and adding to them those which were not reached—that is to say, taking the whole of the causes which can possibly be regarded as destined to come to actual hearing—it is far from the truth that all these were awaiting trial when the sittings began. For 191 of them were put off for various periods, the parties, for one reason or another, not being fully equipped for trial; and the general result, after making the various deductions which have been mentioned, comes to this—that there were not more than 493 cases out of the two lists, taken together, of 1,119, in which the litigants can be said to have been ready and anxious for an immediate hearing. And this is an outside



estimate, because, when cases have once been entered for trial, communications between the opponents have a natural tendency to become inert, or are altogether suspended, and it is only the approach of a decisive contest which once more sets both sides in motion, with the very frequent result of an avoidance or postponement of the trial. Causes, therefore, which have not been nearly reached have not had their stability tested. There is good reason for believing that the whole of the business at *Nisi Prius* might have been, and may be, fairly kept down, except for the transference to the Queen's Bench Division of large consignments of cases from the Chancery side. But, however much the course of litigation may be expedited as far as the courts are concerned, the proverbial law's delay must, no doubt, continue to exercise the fortitude of suitors; for a defendant is always tempted, and often led, to exercise Fabian tactics, whenever practicable, for the purpose of keeping his adversary as long as possible out of his money or his rights.

It may be noticed that the figures which have been given show that the cases in which a jury was legally necessary or preferred, as compared in point of number with those where the parties were content to obtain the decision of a judge alone, were in the proportion of 665 to 521.

## LEGAL APPOINTMENTS.

Mr. DAVID LITTLEJOHN, advocate, has been appointed Sheriff Clerk for Aberdeenshire.

The Right Hon. GERALD FITZGERALD, LL.D., one of the judges of the Court of Appeal in Ireland, has been appointed a Commissioner of Irish Education.

The Hon. RAYMOND WEST, LL.D., one of the judges of the High Court of Judicature at Bombay, has been appointed Procureur-General in Egypt, in succession to Sir Peter Benson Maxwell.

Mr. HENRY JACKSON WHITESIDE, solicitor (of the firm of McKelvie & Whiteside), of Whitehaven, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Cumberland.

Mr. ALFRED ARNOLD KINGDON, solicitor and notary (of the firm of Frankish, Kingdon, & Wilson), of Hull, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the East Riding of Yorkshire, and for the Town and County of the Town of Kingston-upon-Hull.

Mr. GEORGE ROWELL, solicitor, of Newcastle-upon-Tyne, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HOWARD CARLILE MORRIS, solicitor, of 2, Walbrook, has been elected a Common Councilman for the Ward of Walbrook.

Mr. ALEXANDER FARR, solicitor, of Andover, has been elected Coroner for that borough, in succession to the late Mr. Harry Footner. Mr. Farr was admitted a solicitor in 1883.

Mr. WILLIAM MACPHERSON, of the Bengal Civil Service, has been appointed an additional Judge of the High Court of Judicature at Calcutta.

Mr. ERNEST JOHN TREVELYAN, barrister, has been appointed an additional Judge of the High Court of Judicature at Calcutta. Mr. Justice Trevelyan was called to the bar at the Middle Temple in Hilary Term, 1873. He formerly practised on the Western Circuit.

Mr. CHUNDER MADHUB GHOSH has been appointed an additional Judge of the High Court of Judicature at Calcutta.

Mr. CHARLES BARRETT RUSSELL, barrister, has been appointed Recorder of the Borough of Southmolton, in succession to Mr. James John Hooper, resigned. Mr. Russell was called to the bar at Lincoln's-inn in Easter Term, 1851. He practises on the Western Circuit, and at the Hampshire, Winchester, Portsmouth, and Southampton Sessions, and he has been for several years a revising barrister.

Mr. LAUNDY WALTERS, solicitor, of 3, Finsbury-circus, has been elected a Conservator of Wimbledon and Putney Commons.

Mr. CHARLES UPTON, solicitor, of 27, Chancery-lane, and Upper Norwood, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CLARENCE HARCOURT, solicitor, of No. 13, Moorgate-street, London, has been appointed a Commissioner in England of the Supreme Court of New Zealand for the purpose of administering and taking any oath, affidavit, or affirmation, whether in any action, suit, cause, &c., in the said court or in any court of concurrent or inferior jurisdiction in the said colony, and also a Commissioner in England of the Supreme Court of New Zealand for the purpose of taking acknowledgments of married women under any Act or law in force in the colony requiring such acknowledgments.

## DISSOLUTIONS OF PARTNERSHIPS.

JOHN WHITHAM and JOHN DE VILLE OWEN, solicitors, Ripon, York (Whitham & Owen). Dec. 19. The business will in future be carried on by and in the sole name of the said John Whitham.

[Gazette, Dec. 23.]

ARTHUR HIGGINSON and CHARLES ROBERT VIGERS, solicitors and

parliamentary agents, No. 3, Westminster-chambers, Victoria-street, Westminster (Higginson & Vigers). Dec. 20. The said Arthur Higginson will carry on business under the style or firm of Higginson & Co., at 3, Westminster-chambers, Victoria-street, aforesaid. The said Charles Robert Vigers will carry on business in his own name at 3, Westminster-chambers, Victoria-street, aforesaid. [Gazette, Dec. 26.]

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE.

#### CHANCERY DIVISION.—ORDER OF COURT.

Monday, Dec. 29, 1884.

Whereas, from the present state of business before Mr. Justice Pearson and Mr. Justice North respectively, it is expedient that a portion of the causes assigned to Mr. Justice Pearson should, for the purpose only of trial or hearing, be transferred to Mr. Justice North; Now I, the Right Honourable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the said Mr. Justice Pearson to Mr. Justice North for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

#### SCHEDULE.

From Mr. Justice Pearson to Mr. Justice North (Witness Actions).

Reid v Reid 1883 R 1,795 29 January	Leyson and ors v Glaurhyd Tin Plate Co lmd 1883 L 2,677 27 May
Tyson v Finlinson 1883 T 942 30 January	Barnett & Foster v Barrett's Screw Stopper, &c, Co 1884 B 436 12 June
Waddell v Tane 1883 W 1,438 12 Feb	Caspar v Goggs 1884 K 678 20 June
Barker v Irvine 1882 B 2,208 13 Feb	Barrett v Barnett 1884 B 489 21 June
Warburton v Crawshaw 1883 W 3,252 18 Feb	Masey v Carr 1883 M 3,247 2 July
Johnstone v Earl Spencer 1883 J 563 26 Feb	Kerr v Gandy 1883 K 1,115 9 July
Dunn v Graddon 1883 D 1,038 17 March	Andrews v Gt Eastern Ry Co 1884 A 317 16 July
Manners v Mew 1882 M 4,824 17 March	Soden v Ranson 1884 S 2,538 11 Aug
Walker & Sons v Carr & Sons 1883 W 2,638 21 March	Banfield v Ricketts 1884 B 3,275 12 Aug
Class v Marshall 1883 C 3,601 25 March	Whiteman v Day 1884 W 716 12 Aug
Hodge v Gillbanks 1883 H 2,549 31 March	Bull v Malta Ry Co ld 1884 B 6,392 13 Aug
Binns v Johnson 1883 B 6,169 28 March	Hardcastle v Proctor 1884 H 316 13 Aug
Reed v Digby 1882 R 72 2 April	Ferguson v Peter Dixon & Sons ld 1883 F 1,254 13 Aug
Waterhouse v Macgregor 1883 W 2,679 3 April	Ferguson v Carlisle City &c Bkg Co ld 1883 F 235 13 Aug
Purland v Balls 1883 P 23 3 April	Otto v Steel 1884 O 145 14 Aug
Peck v Boyd 1883 P 2,705 4 April	Short v Parker 1884 S 1,862 14 Aug
Chapman v Fielder 1884 C 392 4 April	In re Fitton, Fitton v Padwick 1883 T 1,196 15 Aug
In re Chapman Hunter v Chapman 1884 C 411 4 April	Holmes's Marine Life &c Assoc ld v Holmes 1884 H 449 25 Aug
Baynes v Moreton Bros. & Co 1884 B 46 4 April	Buckland v Sadgrove 1884 B 1,334 26 Aug
Durant v Phillips 1883 D 161 5 April	Samuel v Hanson 1883 S 4,857 17 Oct
Dickens v England 1883 D 2,041 5 April	Attorney-Gen v Finchley Local Bd 1883 A 1,793 21 Oct
Brown v Gourand 1883 B 2,798 8 April	Spafford v Seckham 1884 S 1,534 24 Oct
In re Owen Breese v Owen 1883 O 42 8 April	In re Burder, Stanton v Burder 1883 B 4,056 25 Oct
Courage v Baker 1883 C 4,894 9 April	In re Bourne, Edwards v Travell 1884 B 1,671 27 Oct
Colley v Baker 1883 C 4,895 9 April	Jonkin v Hughes 1884 T 608 28 Oct
Black v Companhia Portuguesa Navigacao & ors 1883 B 3,366 9 April	Earl of Gainsborough v Watcombe Clay Co 1883 G 1,859 28 Oct
Stevens v Coles 1883 S 5,505 16 April	Dunning v Earl of Gainsborough 1884 D 307 28 Oct
Potter v Potter 1884 P 291 16 April	Laurence v Perry & Co 1883 L 3,008 29 Oct
Francis Canal Steam Towing Co v Powis 1883 F 363 17 April	Jude v Hanbury 1884 J 912 30 Oct
Samson v Wilson 1883 S 4,449 18 April	Williams v Nant y Glo &c Co ld 1883 W 5,135 5 Nov
Brown v Cottrill 1884 B 253 18 April	Andrews v Litchfield 1884 A 430 5 Nov
House Property, &c, Co v Richards 1884 H 474 24 April	
Sheffield, &c, Soc v Earl of Jersey 1883 S 3,922 23 May	

Edison & Co ld v Woodhouse 1884  
E 89 6 Nov  
Fowke v Draycott 1883 T 1,948  
15 Nov  
Law v Roberts 1883 L 3,350  
18 Nov  
Nottingham & Co Manfg Co v Meller  
& Sons ld 1884 N 410 21 Nov  
In re Johnson, Wragg v Shand  
1884 J 759 25 Nov  
Singleton v Preston Preston v  
Simkins 1884 S 184 27 Nov

Pyke v Mackrow 1884 P 1,578  
1 Dec  
Scott v Pape 1883 S 3,672 3 Dec  
Newbould v Smith 1884 N 369  
4 Dec  
In re Risdon, Risdon v Risdon  
1883 R 2,128 6 Dec  
In re East, East v Barrow 1883  
E 1,651 12 Dec  
SELBORNE, C.

Wednesday, Jan. .... 7  
Thursday ..... 8  
Friday ..... 9  
Saturday ..... 10

Mr. Justice  
CHITTY.  
Mr. Farrer  
Teesdale  
Farrer  
Teesdale

Mr. Justice  
NORTH.  
Mr. Clowes  
Koe  
Clowes  
Koe

Mr. Justice  
PEARSON.  
Mr. Carrington  
Jackson  
Carrington  
Jackson

## HILARY SITTINGS, 1885.

## COURT OF APPEAL.

## SPECIAL NOTICE.

On and after Thursday, January 15, until the Circuits are over, Appeals from the Chancery General List will be taken in both Courts as follows:—

## Appeal Court I.

From Vice-Chancellor Bacon.  
" Mr. Justice PEARSON.  
" The Palatine Court.  
" The Bankruptcy Court.

## Appeal Court II.

From Mr. Justice KAY.  
" Mr. Justice CHITTY.  
" Mr. Justice NORTH.  
" The Probate and Divorce Division.  
The Appeals will be taken in the order as they stand in the General Chancery List, omitting in one Court the Appeals appointed to be taken in the other.

Queen's Bench Interlocutory Appeals in Court I. and Chancery Interlocutory in Court II. will be taken as usual every Wednesday during the sittings.

Subject to the above special arrangement the order of Appeal Business for the present sittings will be as follows:—

## Appeal Court I.

Final and Interlocutory Appeals from the Queen's Bench Division, Probate, Divorce, and Admiralty Division (Admiralty), and Appeals in Bankruptcy.

## ORDER OF BUSINESS.

Mon., Jan 13 ... Queen's Bench Interlocutory, and, if necessary, Queen's Bench Final Appeals  
Tues. .... 13 ... "The Queen v Yates," by order, and also Queen's Bench Final Appeals  
Wed. .... 14 ... Queen's Bench Interlocutory, and, if necessary, Queen's Bench Final Appeals

## Appeal Court II.

Final and Interlocutory Appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Court.

## ORDER OF BUSINESS.

Mon., Jan 13 ... Chancery Interlocutory, and, if necessary, Chancery Final Appeals (Gen List)  
Tues. .... 13 ... Chancery Final Appeals (General List)  
Wed. .... 14 ... Chancery Final Appeals (General List) continued

## Appeal Courts I and II.

Thurs, Jan 15 (Until a day when the Circuits are over, of which due notice will be given, probably about Monday, Mar 2)

## Appeal Court, I.

Final and Interlocutory appeals from the Queen's Bench Division, and from the Probate, Divorce, and Admiralty Division (Admiralty), and Appeals in Bankruptcy.

Tues, Mar 3 ... Apps. from the general list.  
Wednesd 4 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Thursd... 5 ... Apps from the general list.  
Friday .... 6 ... Appeals in Bkcy, and if necessary Gen List

Sat. Nov. 7 ... Apps. from the general list.  
Tuesday... 10 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Wednesd 11 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Thursd... 13 ... Appeals from gen list  
Friday .... 13 ... Appeals in Bkcy, and if necessary Gen List

Saturday... 14 ... Apps. from the general list  
Monday... 16 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Wednesday 18 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Thur. .... 19 ... Apps. from the general list.

Frid y .... 20 ... Appeals in Bkcy, and if necessary Gen List

Sat., ..... 21 ... Apps from the general list.  
Monday ..... 22 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Tuesday... 24 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Wed. .... 25 ... Apps from the general list.  
Thursd... 26 ... Appeals in Bkcy, and if necessary Gen List

Friday .... 27 ... Apps from the general list  
Saturday... 28 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Monday... 30 ... Apps from the general list  
Tuesday... 31 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

Wed. April 1 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns and also apps. from general list if required.)

N.B.—Admiralty Appeals, with assessors, will be taken on special days to be appointed by the Court.

## Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Court.

Tues. Mar. 3 ... Apps from the general list.  
Wednesd... 4 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Thursd... 5 ... Apps. from the general list.  
Friday .... 6 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Sat. .... 7 ... Apps. from the general list.  
Monday... 9 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Tues. .... 10 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Wednesd... 11 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Thursd... 12 ... Apps from the general list  
Friday .... 13 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Saturday... 14 ... Apps from the general list  
Monday... 16 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Tuesday... 17 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Wednesd... 18 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Thursd... 19 ... Apps from the general list  
Friday .... 20 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Saturday... 21 ... Apps from the general list  
Monday... 23 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Tuesday... 24 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Wednesd... 25 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Thursd... 26 ... Apps from the general list  
Friday .... 27 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Saturday... 28 ... Apps from the general list  
Monday... 30 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Tuesday... 31 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Wed. April 1 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

N.B.—Lancashire Petitions (if any) are taken in Appeal Court II. on every Saturday at half-past ten during the sittings.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

## Chancery Court, I.

## V.C. Sir JAMES BACON.

Mon. Jan. 13 ... Motns and Gen Paper  
Tuesday... 13 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Wednesday... 14 ... General paper.  
Thursday... 15 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Friday .... 16 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Sat. .... 17 ... Pets, sh. caus. & gen. p.  
Monday... 19 ... General paper.

Tuesday... 21 ... General paper.  
Wednesday... 22 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Thursday... 23 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Friday .... 24 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

Saturday... 25 ... (App. motns. ex pte—orgnl. motns.—and apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.)

## TRADERS ON THE BANKRUPTCY ACT, 1883.

THE seventh annual meeting of the Yorkshire Woollen Home Trades Association was held on the 22nd ult., in Huddersfield. The report was read by Mr. W. O. Clough, the secretary. It dealt mainly with the new Bankruptcy Act, and stated that during the earlier months of the year the falling off in the number of failures was most marked, and was attributed to fear on the part of debtors to trust themselves to the mercies of the new Bankruptcy Act. The latter portion of the year, however, had brought with it many more failures, a considerable portion of which had been settled privately. Mention was made of the more important provisions of the Act, and the report said that how far the payment of official receivers by a percentage on the assets realized was conducive to the interests of creditors was a matter of opinion. A fixed salary would be better than payment by fees. The committee were glad that the scale of fees payable under the Act was under revision with a view to amendment; and with regard to Mr. Chamberlain's claiming for his measure cheap and expeditious realization, the reports of the fees at present were so excessive as to defeat the object of cheapness. The experience of the past year had furnished abundant evidence that private settlements out of court were preferred both by creditors and debtors to winding up under the new Act, and although the Board of Trade had done much to diminish the security of creditors under these schemes, still private settlements appeared to be more than ever resorted to. Creditors almost universally preferred settlements by composition and not by winding up, but under the new Act there was only one prolonged and cumbersome method of procedure by which to bring about a satisfactory composition arrangement, and the inevitable result had been to drive all cases where a composition arrangement had been in view to private settlement out of court, and it remained to be proved whether this would act beneficially in the public interest or not. The committee were of opinion that the Act did not meet the great want as to punishment of fraudulent and unscrupulous debtors, and suggested that that class of crime should be dealt with as ordinary felony would be. Various minor alterations and improvements in the Act were suggested.

Mr. James Platt, of 77, St. Martin's-lane, writes to the *Times*:—"I am glad to see there is probability of amendment in the Bankruptcy Act. I think the result has not been so favourable as the authorities would have us believe. Three recent cases will show how it works. I received a notice of bankruptcy as assignee of a customer's estate. The petitioner is described as 'gentleman, assets nil. Who will pay for stamps, &c., or take affidavits, and is it right for a man to be freed with assets nil? On Saturday, in another case, I have notice of dividend and balance-sheet, receipts £345 8s., amount available for dividend, £167 7s. 6d., balance forward, £8 17s. 1d.—about half the sum received. In the third case the debtor failed in August—ours and many debts contracted in July. Estate showed 12s. in the pound, he offered 6s. 8d., but creditors wanted 10s. The official receiver advised taking 6s. 8d., as he thought so much would not be realized in court, the expenses being so heavy."

## SOCIETIES.

## LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, 1st inst., the following being present—viz., Mr. H. S. Styan (chairman), and Messrs. Desborough, jun., Collinson, Parkin, Spencer, Whitehead, and Williamson, and A. B. Carpenter (secretary)—the ordinary general business was transacted.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Wed., Jan. 7	Mr. Teesdale	Mr. Merivale	Mr. Pemberton	Mr. Pugh
Thursday... 8	Farrer	King	Ward	Lewis
Friday... 9	Ward	Merivale	Mr. Pemberton	Pugh
Saturday... 10	Pemberton	King	Ward	Lewis





STANNARIES OF CORNWALL.  
LIMITED IN CHANCERY.

**ORREL TOR COMPANY, LIMITED.**—Petition for winding up, presented Dec 22, directed to be heard before the Vice-Warden at the Law Institution, Chancery Lane, on Monday, Jan 12, at 12.30. Davidson and Morris, Queen Victoria st, solicitors for the petitioner. Archer, Truro, agent for the solicitors [Gazette, Dec. 30.]

## FRIENDLY SOCIETIES DISSOLVED.

**GOLDFIN AND WHEPER UNITED FRIENDLY SOCIETY,** Cornah's Quay House, Cornah's Quay, near Flint. Dec 23 [Gazette, Dec. 23.]

## CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.  
LAST DAY OF CLAIM.

**ABBOTT, HANNAH ELIZABETH,** Cheltenham. Jan 31. Shaw, New Inn, Strand  
**ATKINSON, THOMAS,** Kendal, Westmorland, Gent. Feb 2. Harrison and Milne, Kendal  
**BAOSTER, WILLIAM,** Campden Hill, Kensington, Esq. Jan 31. Denton and Co, Gray's Inn sq  
**BIRD, JAMES HENRY,** Bridge rd, Hammersmith, Florist. Feb 14. Wright and Pilley, Bedford row  
**BROWN, STEPHEN,** Weston super Mare, Somerset, Seedsman. Jan 31. Smith, Weston super Mare  
**BUTLAND, JOSEPH, LEWIS, SUSSEX,** Bookseller. Jan 28. Hillman, Lewes  
**CAPEL, THOMAS,** Mount villas, Lower Norwood, Gent. Jan 27. Carter, Budge row  
**DAOLIER, MARGARET,** South Shields. Jan 31. Moore, South Shields  
**GELLEN, JAMES DAVID,** Pentonville rd, Islington, Gent. Feb 1. Judge and Hatt, Lincoln's Inn fields  
**GILL, ROBERT,** Kingston upon Hull. Jan 24. Shepherd and Co, Beverley  
**HARVEY, EMILY JANE,** Woodside River, Kent. Jan 12. Hastie, Lincoln's Inn fields  
**HEYMANSON, MICHAEL,** Coleman st, Merchant. Jan 31. Godfrey and Robertson, Chancery Lane  
**HILL, MICHAEL,** Edgbaston, Warwick, Dissenting Minister. Feb 18. Latham, Birmingham  
**KING, CAROLINE,** Cromwell rd, Teddington. Feb 1. Burch, Exeter  
**MITCHELL, JOHN TYSON,** Luton, Bedfordshire, Wheelwright. Jan 20. Sparkes and Pope, Crediton  
**PICKERS, WILLIAM,** Clayton le Moors, Lancaster, Carrier. Jan 31. Radcliffe, Blackburn  
**ROBERTS, JOHN FREDERICK,** Highweek, Newton Abbott, Devon. Jan 11. Taylor, Burton on Trent  
**SKINNER, ANN,** Milverton, Somerset. Jan 31. Perham, Bristol  
**SMITH, JOHN,** High st, Hadley, Chemist. Jan 31. Houghtons and Byfield, Graecuchurch st  
**TAPPENDEN, THOMAS,** Maidstone, Kent, Lodging-house Keeper. Jan 15. Beale and Co, Maidstone  
**TATTERSALL, GEORGE,** Fairfield, near Manchester. Jan 31. Needham and Co, Manchester  
**TORRONS, JOHN MARTIN,** Leake, Lincoln, Farmer. Feb 1. Millington and Simpson, Boston  
**WADE, ANN,** Falmouth, Cornwall. Feb 12. Jenkins, Penryn  
**WATSON, JOHN,** Sheffield, Asphalter. Jan 31. Taylor, Sheffield  
**WELLINGTON, the Most Noble ARTHUR RICHARD,** Duke of K.G., Piccadilly. Feb 2. Farrer and Co, Lincoln's Inn fields  
**WHITLEY, PETER,** Halifax, Cotton Spinner. Feb 10. Symonds, Ripponden, near Halifax  
**WHITMORE, JOSEPH ELEY,** Dudley, Worcester, Licensed Victualler. Jan 8. Watts and Jobson, Dudley [Gazette, Dec. 23.]

## LONDON GAZETTES

BANKRUPTCIES ANNULLED.  
Under the Bankruptcy Act, 1869.

FRIDAY, Dec. 26, 1884.

**Grellet, Albert, John Kupli, and Robert de Meuron,** Fenchurch st, General Merchants. Dec 22

THE BANKRUPTCY ACT, 1869.  
TUESDAY, Dec. 23, 1884.

RECEIVING ORDERS.

**Alderman, John,** Soho sq, Invalid Carriage Manufacturer. High Court. Pet Dec 17. Ord Dec 18. Exam Feb 4 at 11 at 34, Lincoln's Inn fields  
**Atherton, Webster,** Liverpool, Accountant. Liverpool. Pet Dec 6. Ord Dec 19. Exam Jan 5 at 12 at Court house, Government bldgs, Victoria st, Liverpool  
**Blake, Joseph Nicholson,** Sheffield, Surgeon. Sheffield. Pet Dec 19. Ord Dec 19. Exam Jan 15 at 11.30  
**Boughton, John King,** Aylesbury, Buckinghamshire, Coal Merchant. Aylesbury. Pet Dec 20. Ord Dec 20. Exam Jan 14 at 12 at County hall, in Aylesbury  
**Bradbury, George William,** Glossop, Derbyshire, Painter. Ashton under Lyne. Pet Dec 18. Ord Dec 18. Exam Jan 8 at 12 at Townhall, Ashton under Lyne  
**Brown, Richard Widdison,** Nottingham, Water Carrier. Nottingham. Pet Dec 17. Ord Dec 17. Exam Jan 20  
**Butler, William Charles,** Dudley, Worcestershire, Refreshment Contractor. Dudley. Pet Dec 8. Ord Dec 18. Exam Jan 30 at 11.30  
**Cox, Robert,** Hamilton, Arlington st, Piccadilly, Gentleman. High Court. Pet Oct 8. Ord Dec 16. Exam Feb 4 at 11 at 34, Lincoln's Inn fields  
**Davies, Ann, Morriston,** Glamorganshire, Grocer. Swansea. Pet Dec 17. Ord Dec 17. Exam Jan 15  
**Dengate, George William,** Brockley, Kent, Plumber. Greenwich. Pet Dec 18. Ord Dec 19. Exam Jan 13 at 1  
**Dixon, John Scott,** Leicester, Paper Merchant. Leicester. Pet Dec 18. Ord Dec 19. Exam Jan 14 at 10  
**Douglas, William,** Liverpool, Produce Broker. Liverpool. Pet Dec 19. Ord Dec 19. Exam Jan 5 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool  
**Dudley, Annie,** Warwick st, Finsloo, Dressmaker. High Court. Pet Aug 30. Ord Dec 17. Exam Jan 30 at 11 at 34, Lincoln's Inn fields  
**Faggetter, Henry,** Bellenden rd, Peckham, Builder. High Court. Pet Dec 18. Ord Dec 18. Exam Jan 30 at 11 at 34, Lincoln's Inn fields  
**Ferguson, Alexander,** Cleator Moor, Cumberland, Baker. Whitehaven. Pet Dec 18. Ord Dec 18. Exam Jan 6 at 12  
**Frankland, William Henry,** Leeds, Engineer. Leeds. Pet Dec 20. Ord Dec 20. Exam Dec 30 at 11

**Griffiths, James,** Queen Victoria st, Tin Plate Printer. High Court. Pet Dec 6. Ord Dec 20. Exam Feb 6 at 11 at 34, Lincoln's Inn fields  
**Harris, Philip,** Cardiff, Hotel Keeper. Cardiff. Pet Dec 20. Ord Dec 20. Exam Jan 23 at 2  
**Higgins, Peter,** Manchester, Estate Agent. Manchester. Pet Oct 15. Ord Dec 18. Exam Jan 13 at 12.30  
**Hill, William,** Beckingham, Nottinghamshire, Farmer. Lincoln. Pet Dec 12. Ord Dec 18. Exam Jan 12 at 2.30  
**Horey, William,** Beckingham, Nottinghamshire, Farmer. Lincoln. Pet Dec 19. Ord Dec 19. Exam Jan 12 at 2.30  
**Johnson, George, jun, Ravensthorpe, nr Dewsbury, Yarn Spinner. Dewsbury. Pet Dec 20. Ord Dec 20. Exam Jan 27  
**Johnson, William Henry,** Brighton, Auctioneer's Clerk. Brighton. Pet Nov 18. Ord Dec 19. Exam Jan 15 at 12  
**Julott, Charles James,** Manchester, Perambulator Manufacturer. Salford. Pet Dec 17. Ord Dec 17. Exam Jan 7 at 11  
**Lee, Henry, Nelson,** Lancashire, Grocer. Burnley. Pet Dec 16. Ord Dec 16. Exam Jan 15  
**Lewin, Thomas Henry,** Nottingham, Joiner. Nottingham. Pet Dec 19. Ord Dec 19. Exam Jan 20  
**Luck, Alexander Batters,** Lewisham, Kent, Ironmonger. Greenwich. Pet Dec 9. Ord Dec 19. Exam Jan 13 at 1  
**Milnes, James, and David Milnes, jun, Dittleborough, Lancashire, Fulling Millers. Oldham. Pet Dec 8. Ord Dec 19. Exam Jan 20 at 12  
**Munsey, Charles,** Leicester, Boot Dealer. Leicester. Pet Dec 20. Ord Dec 20. Exam Jan 14 at 10  
**O'Neill, Thomas,** Moorgate st, Hosier. High Court. Pet Dec 9. Ord Dec 19. Exam Jan 29 at 11 at 34, Lincoln's Inn fields  
**Orchard, Edward Henry,** Wolverhampton, Licensed Hawker. Wolverhampton. Pet Dec 19. Ord Dec 20. Exam Jan 12  
**Orford, Harry,** Ipswich, Insurance Agent. Ipswich. Pet Dec 18. Ord Dec 18. Exam Jan 23 at 11.30  
**Palmer, Susannah,** Birkenhead, Confectioner. Birkenhead. Pet Dec 19. Ord Dec 19. Exam Dec 31  
**Pickup, Luke,** Blackburn, Lancashire, Tripe Dresser. Blackburn. Pet Dec 20. Ord Dec 20. Exam Jan 13 at 11.30  
**Reay, Robert Hodge,** Newcastle on Tyne, Hairdresser. Newcastle on Tyne. Pet Dec 19. Ord Dec 19. Exam Dec 30  
**Reynolds, Jun, Antfield, Liverpool, out of business. Liverpool. Pet Oct 31. Ord Dec 11. Exam Jan 5 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool  
**Rowlatt, John,** Leicester, Basket Maker. Leicester. Pet Dec 18. Ord Dec 18. Exam Jan 14 at 10  
**Sheppard, Henry George,** Surbiton, Surrey, no occupation. Kingston. Pet Dec 17. Ord Dec 18. Exam Jan 16 at 4.30  
**Stevenson, Robert Hugh,** Ridgeway, Devonshire, Builder. East Stonehouse. Pet Dec 18. Ord Dec 19. Exam Jan 17  
**Tanner, Alfred Henry,** Hanwell, of no occupation. Brentford. Pet Dec 19. Ord Dec 19. Exam Jan 16 at 12  
**Taylor, William Henry,** Walbrook, Chemist. High Court. Pet Dec 19. Ord Dec 19. Exam Jan 27 at 11 at 34, Lincoln's Inn fields  
**Temple, John, Old Saltburn by the Sea, Yorkshire, Licensed Victualler. Stockton on Tees. Pet Dec 20. Ord Dec 20. Exam Jan 16  
**Thornton, John,** Blackburn, Lancashire, Shopkeeper. Blackburn. Pet Nov 28. Ord Dec 20. Exam Jan 12 at 11  
**Tibcombe, George, jun, Watford, Hertfordshire, Millwright. St Albans. Pet Dec 20. Ord Dec 20. Exam Jan 30  
**Trillat, Francis,** Charing Cross, Licensed Victualler. High Court. Pet Dec 19. Ord Dec 19. Exam Jan 27 at 11 at 34, Lincoln's Inn fields  
**Walker, W., West st, Bethnal Green, Slide Box Manufacturer. High Court. Pet Dec 2. Ord Dec 18. Exam Jan 27 at 11 at 34, Lincoln's Inn fields  
**Whitchelo, Harcourt,** Brockley, Kent, Traveller. Greenwich. Pet Dec 18. Ord Dec 18. Exam Jan 13 at 1  
**Williams, John, Maesteg, Glamorganshire, Grocer. Cardiff. Pet Dec 18. Ord Dec 18. Exam Jan 23  
**Willing, Giles Cumming, and Elizabeth Willing, Plymouth, Wheelwrights. East Stonehouse. Pet Dec 18. Ord Dec 19. Exam Jan 16  
**Wilson, Joseph, Newland, Hull, out of business. York. Pet Dec 19. Ord Dec 19. Exam Jan 12  
**Wolstenholme, John, Deansgate, Manchester, Beerseller. Manchester. Pet Dec 18. Ord Dec 18. Exam Jan 13 at 12.30  
**Zuccanti, Emilio, Brick lane, Spitalfields, Commercial Clerk. High Court. Pet Nov 20. Ord Dec 19. Exam Jan 27 at 11 at 34, Lincoln's Inn fields**********************

The following amended notice is substituted for that published in the London Gazette of Dec 16.

**Stanley, William, and James Bowker Wainwright, Manchester, Grocers. Manchester. Pet Nov 17. Ord Dec 11. Exam Jan 5 at 12.30**

## FIRST MEETINGS.

**Blake, Joseph Nicholson,** Sheffield, Surgeon. Dec 31 at 1. Official Receiver, Figtrees lane, Sheffield  
**Bowerman, George,** Oxford, Butcher. Jan 2 at 12. Official Receiver, 1, St Aldate st, Oxford  
**Bradbury, George William,** Glossop, Derbyshire, Painter. Jan 5 at 2. Official Receiver, Townhall chhrs, Ashton under Lyne  
**Brown, Henry Ernest,** Hayward's Heath, Sussex, Nurseryman. Dec 30 at 2.30. Official Receiver, 39, Bond st, Brighton  
**Colbeck, John,** Liversedge, Yorkshire, Currier. Dec 30 at 10.30. Official Receiver, Bank chhrs, Batley  
**Cooper, James Henry,** Keighley, Yorkshire, Boot Dealer. Dec 31 at 3. Queen's Hotel, Leeds  
**Davies, Ann, Morriston, Glamorganshire, Grocer. Dec 31 at 11. Official Receiver, 8, Rutland st, Swansea  
**Dixon, John Scott,** Leicester, Paper Merchant. Jan 2 at 12.30. Official Receiver, 28, Friar lane, Leicester  
**Douglas, William,** Liverpool, Produce Broker. Jan 6 at 3. Official Receiver, 35, Victoria st, Liverpool  
**Eaton, George, and Ambrose Frederick Samson, Frederick crescent, Brixton, and Globe court, Fish st hill, Licensed Victuallers. Jan 6 at 12. 33, Carey st, Lincoln's Inn  
**Ferguson, Alexander, Cleator Moor, Cumberland, Baker. Dec 31 at 2.30. 67, Duke st, Whitehaven  
**Hill, William, Beckingham, Farmer. Jan 1 at 12.30. Official Receiver, 2, St Benedict's sq, Lincoln  
**Horey, William, Beckingham, Farmer. Jan 1 at 12.30. Official Receiver, 2, St Benedict's sq, Lincoln  
**Horrabin, Samuel, and Maurice Bocking, Sheffield, Cutlers. Dec 31 at 11. Official Receiver, Figtrees lane, Sheffield  
**Johnson, Alfred, Newport Pagnell, Buckinghamshire, Boot Dealer. Jan 7 at 12. County ct bldg, Northampton  
**Jones, David, Aberystwith, Tailor. Jan 6 at 12.45. County Court Office, Aberystwith  
**Julott, Charles James, Moss Side, Manchester, Perambulator Manufacturer. Jan 7 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
**Keywell, Richard, Brighton, Gent. Dec 30 at 12. Official Receiver, 30, Bond st, Brighton  
**Lee, Henry, Nelson, Lancashire, Grocer. Dec 30 at 8. Exchange Hotel, Nicholas st, Burnley**********************



Lenssen, Julius, Fen et, Fenchurch st, Wine Merchant. Jan 6 at 11. 33, Carey st, Lincoln's inn  
 Linfield, Thomas, Wayford st, Clapham Junction, Builder's Clerk. Jan 1 at 2.30.  
 Official Receiver, 109, Victoria st, Westminster  
 Lucas, John, St Helena, Engineer. Jan 1 at 2. Official Receiver, 35, Victoria st, Liverpool  
 Luke, William Bartlett, Dartmouth, Devonshire, Ironmonger. Dec 30 at 2. Castle Hotel, Dartmouth  
 Marjison, John Yeates, Kingston on Hull, Auctioneer. Dec 30 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull  
 McNicholas, Peter, Liverpool, Tallow Chandler. Jan 6 at 2. Official Receiver 35, Victoria st, Liverpool  
 Milnes, James, and David Milnes, jun, Littleborough, Lancashire, Pulling Millers. Jan 3 at 3.30. Townhall, Rochdale  
 Munsey, Charles, Leicester, Boot Dealer. Jan 2 at 3. Official Receiver, 26, Friar lane, Leicester  
 Orford, Harry, Ipswich, Insurance Agent. Dec 31 at 12. Official Receiver, 2, Westgate st, Ipswich  
 Palmer, Susannah, Birkenhead, Confectioner. Dec 31 at 12. Official Receiver, 48, Hamilton sq, Birkenhead  
 Pether, Samuel, and William Robert Pether, Lombard rd, Battersea, Engineers. Dec 30 at 12. Official Receiver, 109, Victoria st, Westminster  
 Pritchard, Iltyd Moline, Lewisham, Solicitor. Dec 30 at 3. Official Receiver, 109, Victoria st, Westminster  
 Reay, Robert Hodge, Newcastle on Tyne, Hairdresser. Dec 30 at 12.30. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne  
 Roff, Henry Charles, Cheetham, Manchester, Coal Merchant. Jan 9 at 11. Official Receiver, Ogden's chmbrs, Bridge st, Manchester  
 Rowlett, John, Leicester, Basket Maker. Jan 1 at 12.30. Official Receiver, 26, Friar lane, Leicester  
 Smythe, Edward Robert, Thorpe, Norfolk, Artist. Dec 30 at 3. Official Receiver, Queen st, Norwich  
 Solomon, Moses, Blaenavon, Monmouthshire, Furniture Dealer. Dec 31 at 12. Official Receiver, 34, Bridge st, Newport, Mon  
 Stanley, William, and James Bowker Wainwright, Harpurhey, Manchester, Grocers. Jan 3 at 3. Official Receiver, Ogden's chmbrs, Bridge st, Manchester  
 Stevenson, Robert Hugh, Ridgway, Plympton St Mary, Devonshire, Builder. Jan 2 at 3. Official Receiver, 18, Frankfort st, Plymouth  
 Taylor, William Henry, Sheffield, out of business. Dec 31 at 12. Official Receiver, Figtree lane, Sheffield  
 Thomas, George, Chepstow, Monmouthshire, Grocer. Dec 31 at 1. Official Receiver, 34, Bridge st, Newport  
 Warren, William Grayston, High st, Peckham, Hosier. Jan 6 at 1. 33, Carey st, Lincoln's inn  
 Willing, Giles Cumming, and Elizabeth Willing, Plymouth, Wheelwrights. Jan 2 at 11. Official Receiver, 18, Frankfort st, Plymouth  
 Wilson, Joseph, Newland, Hull, out of business. Jan 2 at 12. Official Receiver, York  
 Woodcock, William, Batley, Yorkshire, Commission Agent. Dec 30 at 11.30. Official Receiver, Bank chmbrs, Batley

## ADJUDICATIONS.

Alexander, Thomas, Orford Hill, Norwich, Sewing Machine Maker. Norwich. Pet Dec 16.  
 Batch, Jacob Peter, Norwich, Builder. Norwich. Pet Oct 3. Ord Dec 13  
 Colbeck, John, Liversedge, Yorkshire, Currier. Dewsbury. Pet Dec 16. Ord Dec 30  
 Cresswell, Henry William, Leadenhall st, Merchant. High Court. Pet Sept 23. Ord Dec 18  
 Crookall, Lawrence, Lancaster, Horse Dealer. Preston. Pet Dec 4. Ord Dec 19  
 Davies, Ann, Morriston, Glamorganhire, Grocer. Swansea. Pet Dec 17. Ord Dec 19  
 Dure, Walter, West Alvington Village, nr Kingsbridge, Devonshire, Baker and Grocer. East Stonehouse. Pet Nov 8. Ord Dec 19  
 Eaman, Samuel, Scarborough, Yorkshire, Boot Maker. Scarborough. Pet Dec 3. Ord Dec 18  
 Ellis, George Gardner, Redhill, Surrey, Grocer. Croydon. Pet Nov 27. Ord Dec 19  
 Flint, Edward Arthur, Oulton, Rothwell, Yorkshire, Farmer. Wakefield. Pet Nov 19. Ord Dec 16  
 Frankland, William, Leeds, Engineer. Leeds. Pet Dec 30. Ord Dec 30  
 Glen, John Gray Maccozaw, Ashchurch grove, Shepherd's Bush, of no occupation. High Court. Pet Nov 11. Ord Dec 18  
 Guile, John, Merton, Surrey, Carpenter. Croydon. Pet Dec 1. Ord Dec 19  
 Gwynne, Frederick Charles, Abergavenny, Monmouthshire, Clothier. Tredegar. Pet Nov 21. Ord Dec 18  
 Hall, Renault St John, Stanley terr, Teddington. Kingston, Surrey. Pet Nov 4. Ord Dec 19  
 Henderson, Alfred, Gloucester, Solicitor. Gloucester. Pet Dec 4. Ord Dec 19  
 Hill, William, Beckingham, Nottinghamshire, Farmer. Lincoln. Pet Dec 12. Ord Dec 18  
 Horey, William, Beckingham, Nottinghamshire, Farmer. Lincoln. Pet Dec 19  
 Horsfall, William, Liverpool, General Broker. Liverpool. Pet Nov 24. Ord Dec 19  
 Hussey, Ellen, Cardiff, of no occupation. Pembroke Dock. Pet Dec 5. Ord Dec 29  
 King, Charles B., St Swithin's lane, Engineer. High Court. Pet June 9. Ord Dec 19  
 Loring, Robert, Stanwick rd, West Kensington, no occupation. High Court. Pet Nov 25. Ord Dec 20  
 Maggs, Francis Richard Jevs, Bristol, out of business. Bristol. Pet Nov 25. Ord Dec 15  
 McLaren, Andrew, Rotherhithe New rd, Rotherhithe, Iron Founder. High Court. Pet Nov 31. Ord Dec 19  
 Middleton, Frederick, Rugeley, Licensed Victualler. Stafford. Pet Dec 5. Ord Dec 18  
 Milnes, Ben, Bradford, Yorkshire, Innkeeper. Bradford. Pet Dec 2. Ord Dec 19  
 Nash, Joseph, New Cross, Kent, Plumber. Greenwich. Pet Oct 20. Ord Dec 19  
 Nield, William, Stalybridge, Cheshire, Butcher. Ashton under Lyne and Stalybridge. Pet Nov 21. Ord Dec 18  
 Olden, Thomas, Newtown, Lockerley, Hampshire, Market Gardener. Southampton. Pet Dec 3. Ord Dec 11  
 Pace, Robert Gerard, Catford, Kent, Clerk. Greenwich. Pet Nov 3. Ord Dec 19  
 Phillips, Thomas, Southampton, Tea Merchant. Southampton. Pet Nov 23. Ord Dec 19  
 Pickersgill, Richard, and Henry Pickersgill, Walham grove, Walham Green, Builders. High Court. Pet Dec 1. Ord Dec 19  
 Piers, Lady Alice, Blandford sq, Widow. High Court. Pet Oct 14. Ord Dec 19  
 Scarborough, John, George Scarborough, Thomas Smith Scarborough, and Joseph Scarborough, Halifax, Worsted Spinners. Halifax. Pet Nov 26. Ord Dec 18  
 Simmons, Thomas Charles, Grove rd, Dartmouth Park rd, Merchant. High Court. Pet Nov 3. Ord Dec 19  
 Stanley, William, and James Bowker Wainwright, Harpurhey, Manchester, Grocers. Manchester. Pet Nov 17. Ord Dec 20  
 Stevenson, Robert Hugh, Ridgway, Plympton St Mary, Devonshire, Builder. East Stonehouse. Pet Dec 18. Ord Dec 19  
 Stokes, Thomas, Far Headingley, Leeds, Plumber. Leeds. Pet Dec 3. Ord Dec 17  
 Taylor, John, Norwich, Boot Manufacturer. Norwich. Pet Nov 17. Ord Dec 17

Thacker, Ambrose Horton, Brighton, out of employment. Brighton. Pet Nov 27. Ord Dec 18  
 Thora, George, Newtown, Bristol, Oil Dealer. Bristol. Pet Dec 15. Ord Dec 18  
 Wane, George, Acton st, Gray's inn rd, Cab Builder. High Court. Pet Nov 7. Ord Dec 16  
 Welland, Thomas, Maidstone, Shoemaker. Maidstone. Pet Nov 28. Ord Dec 20  
 Woistenholme, John, Deangate, Manchester, Beer Seller. Manchester. Pet Dec 18. Ord Dec 18  
 Woodcock, William, Batley, Yorkshire, Commission Agent. Dewsbury. Pet Dec 5. Ord Dec 20

FRIDAY, Dec. 26, 1884.

## RECEIVING ORDERS.

Adams, Frank Augustus, Bolton, Boot Dealer. Bolton. Pet Dec 23. Ord Dec 23.  
 Adams, John, Brighton, Licensed Victualler. Brighton. Pet Dec 3. Ord Dec 23.  
 Armstrong, John, Wadhurst, Sussex, Farmer. Tunbridge Wells. Pet Dec 11. Ord Dec 23.  
 Barber, William, Little Bentley, Essex, Farmer. Colchester. Pet Nov 19. Ord Dec 20.  
 Beer, Margaret, Huddersfield, Milliner. Huddersfield. Pet Dec 23. Ord Dec 23.  
 Bickerton, Ralph, Roxburgh, Alnwick, Northumberland, Agricultural Engineer. Newcastle on Tyne. Pet Dec 22. Ord Dec 22.  
 Blyth, Alfred, Elgin crescent, Notting Hill, out of business. High Court. Pet Sept 30. Ord Dec 22.  
 Boulton, John, Alcester, Warwickshire, Licensed Victualler. Warwick. Pet Dec 22. Ord Dec 22.  
 Brain, John, Pickering, Yorkshire, Tanner. Scarborough. Pet Dec 23. Ord Dec 23.  
 Breslau, Adolphus, Liverpool, Merchant. Liverpool. Pet Dec 22. Ord Dec 22.  
 Clark, Noah, Stocks Moor, near Wakefield, Coal Miner. Wakefield. Pet Dec 20. Ord Dec 22.  
 Coltart, William, Gateshead, Grocer. Newcastle on Tyne. Pet Dec 10. Ord Dec 23.  
 Fenwick, Frederick Bell, Newcastle on Tyne, Solicitor. Newcastle on Tyne. Pet Dec 22. Ord Dec 22.  
 Fricker, Henry, Brentford, Provision Dealer. Brentford. Pet Dec 16. Ord Dec 16.  
 Heywood, John, Sutton, Surrey, Shipbroker. High Court. Pet Nov 25. Ord Dec 20.  
 Hensby, George, Tottenham, Builder. Edmonton. Pet Dec 22. Ord Dec 22.  
 Heywood, Kershaw, Heywood, Lancashire, Engine Packing Manufacturer. Bolton. Pet Dec 22. Ord Dec 22.  
 Holroyd, John William, Ashton under Lyne, Grocer. Ashton under Lyne and Stalybridge. Pet Dec 23. Ord Dec 23.  
 Hutchison, William, Mark lane, Flower Merchant. High Court. Pet Dec 18. Ord Dec 18.  
 Ingram, Elizabeth Valerie, Marlborough crescent, Bedford park, Chiswick, Spinster. Brentford. Pet Nov 19. Ord Dec 5.  
 Jeavons, John, Dudley, Worcestershire, Contractor. Dudley. Pet Dec 11. Ord Dec 23.  
 Jones, William John, Chippenharn rd, Harrow rd, Baker. High Court. Pet Dec 20. Ord Dec 20.  
 Marriott, Alfred, Dukinfield, Cheshire, Stonemason. Ashton under Lyne and Stalybridge. Pet Dec 11. Ord Dec 22.  
 Mitchell, Edward, Bow Churchyard, Tailor. High Court. Pet Dec 18. Ord Dec 20.  
 Morris, Louis, Theobalds rd, Cigar Dealer. High Court. Pet Dec 2. Ord Dec 19.  
 Nash, William Kelsey, High st, Wandsworth, Builders' Merchant. Wandsworth. Pet Dec 23. Ord Dec 23.  
 Nendick, Thomas, Old Malton, Yorkshire, Tailor. Scarborough. Pet Dec 22. Ord Dec 22.  
 Parker, John Thomas, Lichfield, Staffordshire, Schoolmaster. Walsall. Pet Dec 23. Ord Dec 23.  
 Poppleton, Charles, Walsall, Staffordshire, Licensed Victualler. Walsall. Pet Dec 22. Ord Dec 22.  
 Pratt, Benjamin, Coventry, Bootmaker. Coventry. Pet Dec 22. Ord Dec 22.  
 Reid, Richard, Highgate, Derby, Tailor. Derby. Pet Dec 11. Ord Dec 23.  
 Searle, Francis John, Sheffield, Hatter. Sheffield. Pet Dec 22. Ord Dec 22.  
 Shilling, Joseph Duncan, Shanklin, I.W., out of business. Newport and Ryde. Pet Dec 22. Ord Dec 22.  
 Sinclair, Robert, Gt Grimsby, Smack Owner. Gt Grimsby. Pet Dec 22. Ord Dec 22.  
 Stannett, Matthew William, Darlington, Bicycle Manufacturer. Stockton on Tees and Middlesbrough. Pet Dec 23. Ord Dec 23.  
 Tomlinson, Thomas, Bamford, nr Rochdale, Pulling Miller. Bolton. Pet Dec 9. Ord Dec 22.  
 Waters, Samuel, Walworth rd, Confectioner. High Court. Pet Sept 27. Ord Dec 20.  
 Watkinson, Asa, Harder's rd, Peckham. High Court. Pet Oct 21. Ord Dec 18.  
 Whittington, Joseph C., Manchester, Jeweller. Manchester. Pet Dec 12. Ord Dec 22.  
 Windross, George, Whitehaven, Cumberland, Newspaper Publisher. Whitehaven. Pet Dec 22. Ord Dec 22.

## FIRST MEETING.

Adams, Frank Augustus, Bolton, Boot Dealer. Jan 6 at 11. 16, Wood st, Bolton  
 Barber, William, Little Bentley, Essex, Farmer. Jan 3 at 11. Townhall, Colchester  
 Bickerton, Ralph, Roxburgh, Alnwick, Northumberland, Agricultural Engineer. Jan 6 at 1.40. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne  
 Brooke, Alfred, Kirkgate, Wakefield, Tailor. Jan 14 at 2. Official Receiver, Southgate chbrs, Wakefield  
 Butler, William Charles, Dudley, Worcestershire, Confectioner. Jan 29 at 10.30. Official Receiver, Dudley  
 Coltart, William, Gateshead, Grocer. Jan 6 at 3.15. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne  
 Cross, George, Shenfield, Essex, Grocer. Jan 7 at 12. County Court, Romford  
 Fenwick, Frederick Bell, Newcastle on Tyne, Solicitor. Jan 6 at 2.30. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne  
 Frankland, William Henry, Leeds, Engineer. Jan 3 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds  
 Heywood, Kershaw, Heywood, Lancashire, Engine Packing Manufacturer. Jan 6 at 3.16, Wood st, Bolton  
 Higgins, Peter, Manchester, Estate Agent. Jan 13 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester  
 Johnson, George, jun, Ravensthorpe, Yorkshire, Yarn Spinner. Jan 2 at 3. Official Receiver, Bank chbrs, Batley

Johanson, William Henry, Brighton, Auctioneer's Clerk. Jan 2 at 12. Official Receiver, 30, Bond st, Brighton.  
 Nendick, Thomas, Old Malton, Yorkshire, Tailor. Jan 5 at 11. Official Receiver, 74, Newborough st, Scarborough.  
 Orchard, Edward Henry, Wolverhampton, Licensed Hawker. Jan 3 at 10. Official Receiver, St Peter's close, Wolverhampton.  
 Pickup, Luke, Blackburn, Tripe Dresser. Jan 2 at 1.30. County Court House, Blackburn.  
 Poppleton, Charles, Walsall, Staffordshire, Licensed Victualler. Jan 5 at 2. Official Receiver, Walsall.  
 Tidcombe, George, jun, Watford, Hertfordshire, Millwright. Jan 8 at 11.30.  
 Ewen and Roberts, 75, Chancery lane.  
 Tomlinson, Thomas, Bamford, nr Rochdale, Fulling Miller. Jan 5 at 11. 16, Wood st, Bolton.  
 Wolstenholme, John, Deansgate, Manchester, Beerseller. Jan 13 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester.

## ADJUDICATIONS.

Barber, William, Little Bentley, Essex, Farmer. Colchester. Pet Nov 19. Ord Dec 20.  
 Bill, Henry Thomas, Walsall, Staffordshire, Auctioneer. Walsall. Pet Dec 6. Ord Dec 22.  
 Blake, Joseph Nicholson, Sheffield, Surgeon. Sheffield. Pet Dec 10. Ord Dec 22.  
 Bloomfield, Robert, Hove, Sussex, Builders' Merchant. Brighton. Pet Nov 6. Ord Dec 22.  
 Bradshaw, Edward, Nottingham, Plumber. Nottingham. Pet Nov 4. Ord Dec 20.  
 Brooke, Alfred, Kirkgate, Wakefield, Tailor. Wakefield. Pet Dec 11. Ord Dec 22.  
 Butler, William Charles, Dudley, Refreshment Contractor. Dudley. Pet Dec 8. Ord Dec 20.  
 Clark, Noah, Stocks Moor, nr Wakefield, Coal Miner. Wakefield. Pet Dec 20. Ord Dec 22.  
 Coltart, William, Gateshead, Durham, Grocer. Newcastle on Tyne. Pet Dec 10. Ord Dec 22.  
 Courteen, Henry, Grantham, Lincolnshire, Clerk. Nottingham. Pet Nov 11. Ord Dec 20.  
 Dillon, John, Bradford, Draper. Bradford. Pet Dec 3. Ord Dec 23.  
 Ginnell, Edward, Stoneleigh, Kingsland, Herefordshire, Wine Merchant. Leominster. Pet Dec 16. Ord Dec 22.  
 Harding, Samuel, Heath, Shrewsbury, out of business. Shrewsbury. Pet Oct 21. Ord Dec 23.  
 Hind, John, Nottingham, Joiner. Nottingham. Pet Nov 8. Ord Dec 20.  
 Holroyd, John William, Ashton under Lyne, Grocer. Ashton under Lyne and Stalybridge. Pet Dec 23. Ord Dec 23.  
 Horrabin, Samuel, and Bocking Maurice, Sheffield, Cutlery Makers. Sheffield. Pet Dec 17. Ord Dec 22.  
 Hutt, Mark, Broadway, Stratford, Furniture Dealer. High Court. Pet Nov 28. Ord Dec 22.  
 Jamson, John, Nottingham, out of business. Nottingham. Pet Dec 5. Ord Dec 20.  
 Lee, Henry, Nelson, Lancashire, Grocer. Burnley. Pet Dec 16. Ord Dec 23.  
 Lenglet, Gustave, Nottingham, Druggists' Sundryman. Nottingham. Pet Oct 15. Ord Dec 20.  
 Maassie, George Thomas, Maidstone, Draper. Maidstone. Pet Nov 27. Ord Dec 22.  
 May, William, Liverpool, Master Carter. Liverpool. Pet Dec 4. Ord Dec 22.  
 Orford, Harry, Ipswich, Insurance Agent. Ipswich. Pet Dec 18. Ord Dec 22.  
 Palmer, Susannah, Birkenhead, Confectioner. Birkenhead. Pet Dec 19. Ord Dec 22.  
 Pickup, Luke, Blackburn, Tripe Dresser. Blackburn. Pet Dec 20. Ord Dec 23.  
 Prichard, Iltyd Moline, Lewisham, Kent, Solicitor. Greenwich. Pet Nov 3. Ord Dec 23.  
 Reid, Richard Higham, Sadlergate, Derby, Tailor. Derby. Pet Dec 11. Ord Dec 23.  
 Shilling, Joseph Duncan, Shanklin, Isle of Wight, out of business. Newport and Ryde. Pet Dec 22. Ord Dec 22.  
 Weddell, William, and William Jones Evans, Liverpool, Tea Dealers. Liverpool. Pet Nov 29. Ord Dec 23.

## ADJUDICATIONS ANNULLED.

Tucker, Frederick James Albert, Bristol, Grocer. Bristol. Adjud Sept 30. Annul Dec 23.

## TUESDAY, Dec 30, 1884.

## RECEIVING ORDERS.

Bawdon, John Lowman, St John st rd, Draper. High Court. Pet Nov 27. Ord Dec 24. Exam Feb 4 at 11 at 34, Lincoln's inn fields.  
 Evans, John Matthias George, Milford Haven, Pembrokeshire, Grocer. Pembroke Dock. Pet Dec 15. Ord Dec 22. Exam Jan 21 at 1.30 at Temperance Hall, Pembroke Dock.  
 Gowland, Richard, and Albert George Abraham, Gt St Helen's, Wharfedale. High Court. Pet Dec 24. Ord Dec 24. Exam Feb 6 at 11 at 34, Lincoln's inn fields.  
 Leon, Henry George, Birmingham, Case Maker. Birmingham. Pet Dec 12. Ord Dec 23. Exam Jan 9.  
 Rose, Jacob, Byfleet, Surrey, Market Gardener. Kingston, Surrey. Pet Dec 23. Ord Dec 24. Exam Jan 16 at 4.  
 Whittaker, John, Burnley, Lancashire, Confectioner. Burnley. Pet Dec 23. Ord Dec 23. Exam Jan 15.  
 Whittaker, John Milton, Burnley, Lancashire, General Draper and Hosier. Burnley. Pet Dec 22. Ord Dec 22. Exam Jan 15.

## FIRST MEETINGS.

Armstrong, John, Wadhurst, Sussex, Farmer. Jan 6 at 19. 39, Bond st, Brighton.  
 Bailey, William, Ravenshaw terr, North End rd, Waltham Green, Builder. Jan 8 at 2. 33, Carey st, Lincoln's inn.

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Beer, Margaret, Huddersfield, Milliner. Jan 6 at 11. Official Receiver, New st, Huddersfield.  
 Brightmore, Thomas, East Ham, Essex, Builder. Jan 8 at 11. 33, Carey st, Lincoln's inn.  
 Brown, Richard Widdison, Nottingham, Water Carrier. Jan 6 at 12. Official Receiver, Exchange walk, Nottingham.  
 Carey, Edward, Brixton rd, Engineer. Jan 8 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Cranche, Arthur Roope, Morvan rd, Brixton, Builder. Jan 8 at 12. 33, Carey st, Lincoln's inn.  
 Evans, John Matthias George, Milford Haven, Pembrokeshire, Grocer. Jan 7 at 11. Official Receiver, 3, Quay st, Carmarthen.  
 Hemman, Edward Thomas, and Edward Thomas Hemman, jun, Shoreditch, Stationers. Jan 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Holroyd, John William, Ashton under Lyne, Grocer. Jan 8 at 11. Official Receiver, Townhall chmbrs, Ashton under Lyne.  
 Hutchison, William, Mark lane, Flour Factor. Jan 12 at 11. 33, Carey st, Lincoln's inn.  
 Jeavons, John, Dock-lane, Dudley, Contractor. Jan 20 at 10. Official Receiver, Dudley.  
 Lewin, Thomas Henry, Nottingham, Joiner. Jan 8 at 2. Official Receiver, Exchange walk, Nottingham.  
 Marriott, Alfred, Dukinfield, Cheshire, Stonemason. Jan 8 at 12. Official Receiver, Townhall chmbrs, Ashton under Lyne.  
 Middleton, Frederick, Rugeley, Licensed Victualler. Jan 7 at 1.30. County Court Offices, Stafford.  
 Mountney, John, Nottingham, Coachman. Jan 7 at 12. Official Receiver, Exchange walk, Nottingham.  
 Pratt, Benjamin, Coventry, Bootmaker. Jan 7 at 11. Official Receiver, 46, Jordan wall, Coventry.  
 Reid, Richard Higham, Derby, Tailor. Jan 6 at 12. St James's chmbrs, Derby.  
 Sheppard, Henry George, Surbiton, Surrey, no occupation. Jan 6 at 11. 38 and 29, St Swithin's lane.  
 Shilling, Joseph Duncan, Shanklin, I.W., out of business. Jan 6 at 2. 145, Cheapside.  
 Sinclair, Robert, Gt Grimsby, Smackowner. Jan 8 at 2. Official Receiver, 3, Haven st, Gt Grimsby.  
 Sleeman, Henry Bedford, Lime st, India Merchant. Jan 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Windrosa, George, Whitehaven, Cumberland, Newspaper Publisher. Jan 8 at 3. 57, Duke st, Whitehaven.

## ADJUDICATIONS.

Beet, Thomas, Mortimer st, Oxford st, Bookseller. High Court. Pet Nov 27. Ord Dec 23.  
 Johnson, George, jun, Ravensthorpe, nr Dewsbury, Yarn Spinner. Dewsbury. Pet Dec 20. Ord Dec 23.  
 Jones, Richard, Llanrhaidr-yn-Mochant, Denbighshire, Saddler. Newtown. Pet Dec 8. Ord Dec 23.  
 Nichols, Joseph Lister, Landridge rd, Fulham, Foreman of Works. High Court. Pet Nov 29. Ord Dec 24.  
 Ormerod, Frank William, Holly Bush hill, Hampstead, Gent. High Court. Pet Oct 30. Ord Dec 24.  
 Price, Henry, Chester, Grocer. Chester. Pet Nov 29. Ord Dec 19. Official Receiver, Crypt chhrs, Chester.  
 Sheppard, Henry George, Surbiton, Surrey, no occupation. Kingston. Pet Dec 17. Ord Dec 27.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

HOOPER.—Christmas-day, at 4, Campden-villas, Barnes, the wife of Miller Hooper, barrister-at-law, of a son.  
 MOSER.—Christmas-day, at 9, Vicarage-terrace, Kendal, the wife of Herbert Moser, solicitor, of a daughter.

## MARRIAGE.

WHITFIELD-OSBORNE.—Dec. 30, at All Saints' Church, Fulham, William Henry Whitfield, of 5, Southampton-street, Bloomsbury, solicitor, to Amy Elisabeth, daughter of the late Thomas Osborn, of Fulham.

## DEATHS.

LEAN.—Dec. 28, at Bath, George S. Lean, M.A., of Lincoln's inn, barrister-at-law, aged 33.  
 PHILLIPS.—Dec. 23, at 16, Bedford-gardens, Kensington, Joseph Phillips, of the Inner Temple, barrister-at-law, aged 71.

## CONTENTS.

CURRENT TOPICS .....	153	BUSINESS AT NISI PRIUS .....	159
COVENANTS FOR RENEWAL IN LEASES .....	154	LEGAL APPOINTMENTS .....	159
THE ORGANIZATION OF A SOLICITOR'S OFFICE .....	155	NEW ORDERS, &c. ....	159
CORRESPONDENCE .....	156	TRADERS ON THE BANKRUPTCY ACT, 1883 .....	160
OBITUARY .....	156	SOCIETIES .....	160
CASES:—		COURT PAPERS .....	160
CASES AFFECTING SOLICITORS:—		COMPANIES .....	161
Reg. v. DeFome .....	157	CREDITORS' CLAIMS .....	163
		LONDON GAZETTES, &c., &c. ....	163

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